

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE J		PAGE OF PAGES 1   3	
2. AMENDMENT/MODIFICATION NO. 0001		3. EFFECTIVE DATE 06-Jun-2002		4. REQUISITION/PURCHASE REQ. NO. W81G66-2099-2731		5. PROJECT NO.(If applicable)	
6. ISSUED BY USA ENGINEER DISTRICT, LOUISVILLE ATTN: CELRL-CT 600 DR. MARTIN LUTHER KING PLACE ROOM 821 LOUISVILLE KY 40202		CODE DACW27		7. ADMINISTERED BY (If other than item 6) CONTRACT ADMINISTRATION BRANCH ATTN: DEBRAUH M. LARDNER P. O. BOX 59 LOUISVILLE KY 40201-0059		CODE DACA27	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)				X		9A. AMENDMENT OF SOLICITATION NO. DACW27-02-B-0009	
				X		9B. DATED (SEE ITEM 11) 29-May-2002	
						10A. MOD. OF CONTRACT/ORDER NO.	
						10B. DATED (SEE ITEM 13)	
CODE		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Subject solicitation number DACW27-02-B-0009 for Maintenance Dredging, Waukegan Harbor, Waukegan, IL, is amended as follows:  The following items were inadvertently omitted from the initial mailing and are hereby added to this solicitation:  Cover Sheet, Section 00800, Section 00830 and Technical Specifications.  All other terms and conditions remain the same.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
(Signature of person authorized to sign)				BY (Signature of Contracting Officer)		06-Jun-2002	

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

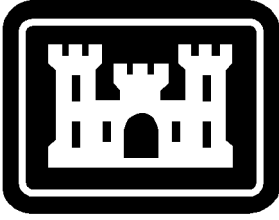
30-105-04

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

Changes in Section SF 30



# **US Army Corps of Engineers®**

CHICAGO DISTRICT  
LEADERS IN CUSTOMER CARE

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## **CONSTRUCTION SOLICITATION AND SPECIFICATIONS**

**MAINTENANCE DREDGING  
WAUKEGAN HARBOR  
WAUKEGAN, ILLINOIS**

**MAY 2002**

MAIN TABLE OF CONTENTS

<u>SECTION</u>	<u>TITLE</u>
00010	SOLICITATION, OFFER, AND AWARD, SF 1442, BIDDING SCHEDULE
00100	INSTRUCTIONS, CONDITIONS, AND NOTICES TO BIDDERS
00600	REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF BIDDERS
00700	CONTRACT CLAUSES
00800	SPECIAL CONTRACT REQUIREMENTS
00830	WAGE RATES

DIVISION 1    GENERAL REQUIREMENTS

01100	GENERAL PROVISIONS
01270	MEASUREMENT AND PAYMENT
01330	SUBMITTAL PROCEDURES
01410	ENVIRONMENTAL PROTECTION
01451	CONTRACTOR QUALITY CONTROL
01580	PROJECT SIGN AND SAFETY SIGN

DIVISION 2    SITE WORK

02482	MAINTENANCE DREDGING
02483	TRANSPORTATION & DISPOSAL OF DREDGED MATERIAL

(DIVISIONS 3 THRU 16 NOT USED)

## SECTION 00800

## SPECIAL CONTRACT REQUIREMENTS

## PART 1 GENERAL

## 1.1 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK. (APR 1984) FAR 52.211-10

The Contractor shall be required to commence work under this contract within 10 calendar days after the date of receipt by him of notice to proceed, to prosecute the work diligently, and to complete the entire work ready for use, not later than sixty (60) consecutive calendar days after the date of receipt of notice to proceed. The time stated for completion shall include final cleanup of the premises.

## 1.2 LIQUIDATED DAMAGES - CONSTRUCTION (SEPT 2000) FAR 52.211-12

a. If the Contractor fails to complete the work within the time specified in the contract, or any extension, the Contractor shall pay to the Government as liquidated damages, the sum of \$2105.00 for each day of delay until the work is completed or accepted.

b. If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause

## 1.3 PHYSICAL DATA FAR 52.236-4

Information and data furnished or referred to below are furnished for the Contractor's information. However, it is expressly understood that the Government will not be responsible for any interpretation or conclusion drawn therefrom by the Contractor.

a. Weather Conditions: Data regarding temperature and precipitation may be obtained from U.S. Weather Bureau Station located at Chicago, Illinois.

b. Transportation Facilities: The Contractor must satisfy himself as to the available marine and highway facilities.

c. Location: The project site is located in Waukegan Harbor, Lake County, Illinois.

d. Local Conditions:

1. The Monthly Bulletin of Lake Levels for the Great Lakes is available in the Construction Operations Division at the Chicago District Office, 111 North Canal Street Chicago, Illinois, 60606. The current bulletin will be available to the Contractor upon request.

2. Prospective bidders are expected to acquaint themselves of possible sudden changes in lake levels due to seiche conditions, and also the wave heights at the project site.

e. Datum and Bench Marks: All elevations are in feet and are referenced to low water datum (LWD), Lake Michigan. 0.0 feet LWD has an elevation of 577.84 (includes +0.34 correction factor) above the reference plane at Rimouski, Quebec, International Great Lakes Datum (IGLD) 1985.

f. Disposal Area: The disposal area will be furnished by the Government in the general area shown on the plans.

g. Waterways-Navigation and Traffic: The Contractor shall acquaint himself with all information and regulations pertaining to navigation and vessel traffic within the waterways at the project site. The Contractor shall coordinate with the U.S. Coast Guard to assure that a "NOTICE TO MARINERS" is issued prior to his work activity at the project site.

1. Navigation: Information regarding navigation and harbor rules and regulations, location of bridges, locks, dams and other navigational features is given in U. S. Coast Pilot 6, twentieth edition, issued by the Department of Commerce, National Oceanic and Atmospheric Administration, National Ocean Service, Rockville, Maryland 20852. Supplements are published by the Ninth Coast Guard District 1240 E. 9th Street, Cleveland, Ohio 44199, in the "Local Notice to Mariners".

2. Traffic: Information regarding the types and amounts of passages made by commercial vessels that may use the waterways at the project site may be obtained from the current issue of the "Waterborn Commerce of the United States, Part 3, Waterways and Harbors, Great Lakes", published by the Department of the Army. This publication may be purchased from the following:

District Engineer, U. S. Army Engineer District New Orleans,  
P.O. Box 60267, New Orleans, Louisiana 70160

The principal type vessels using Waukegan Harbor are passenger craft and lake boats, as well as many other small boats, tows, and tug boats. Cargos consist mainly of gypsum and building cement. The total tonnage handled in 1999 was 560,000 tons. The total vessels (Passenger and Cargo) using the harbor in 1999, excluding miscellaneous vessels and other small craft, was 67 vessels.

h. Conditions of Channel: The drawings show the extent of contract work. The Contractor shall visit the site and acquaint himself with all necessary details. The point of contact for pre-bid site visits is Jim MacMorran who can be reached at (847)205-4540.

i. Obstruction of Channel: The Government will not undertake to keep the channel free from vessels or other obstructions, except to the extent of such regulations, if any, as may be prescribed by the Secretary of the Army in accordance with the provisions of Section 15, 19, and 20 of the River and Harbor Act approved 3 March 1899 and Section 86 of title 14. The Contractor will be required to conduct the work in such a manner as to obstruct navigation as little as possible, and in case the Contractor's plant so obstructs the channel as to make difficult or endanger the passage of vessels, said plant shall be promptly moved on the approach of any vessel to such an extent as may be necessary to afford a practicable passage. Upon the completion of the work the Contractor shall promptly remove his plant, including range buoys, piles, and other marks placed by him under the contract in navigable waters or on shore.

#### 1.4 LAYOUT OF WORK (APR 1984) FAR 52.236-17

a. The Government has established benchmarks and horizontal and vertical control points at the site of the dredging. Descriptions of the established benchmarks and horizontal and vertical control points for the area are shown on the drawings. All elevations are in feet and are referenced to low water datum (LWD), Lake Michigan. 0.0 feet LWD has an elevation of 577.5 +0.34 corrector feet above the reference plane at Rimouski, Quebec, International Great Lakes Datum (IGLD) 1985.

b. From these bench marks and control points, the Contractor shall complete the layout work by establishing all lines, grades, range markers, buoys, and gauges at the site necessary



to control the work. The Contractor shall also be responsible for all measurements that may be required for the execution of the work of the location and limit marks prescribed in the specifications or on the contract drawings subject to such modifications as the COR may require to meet changed conditions or as a result of necessary modifications to the contract work. All original field notes, sketches, recordings and computations made by the Contractor in performing the layout work shall be submitted within two (2) working days after completion and be available at all times there-after during progress of the work for ready examination by the COR.

c. The Contractor shall furnish, at his own expense, all such stakes, spikes, steel pins, templates, platforms, equipment, tools, range markers, buoys, and material and all labor as may be required in laying out any part of the work from the control points established by the Government. It shall be the responsibility of the Contractor to maintain and preserve all stakes and other markers established by him until authorized to remove them. If any of the control points established at the site by the Government are destroyed by or through negligence by the Contractor prior to their authorized removal, they may be replaced by the COR, and the expense of replacement and location will be deducted from any amount due or which may become due the Contractor. The COR may require that the work be suspended at any time when location and limit marks established by the Contractor are not reasonably adequate to permit the checking of the work. Such suspension will be withdrawn upon proper replacement of location and limit marks.

1.5 CONTRACT DRAWINGS, MAPS, AND SPECIFICATIONS (Aug 2000)  
252.236-7001

a. The Government-

(1) Will provide the Contractor, without charge, 5 sets (five unless otherwise specified) of full-size contract drawings and specifications except publications incorporated into the technical provisions by reference;

(2) Will furnish additional sets on request, for the cost of reproduction; and

(3) May, at its option, furnish the Contractor one set of reproducibles, or half-size drawings, in lieu of the drawings in paragraph a.(1) of this clause.

b. The Contractor shall-

(1) Check all drawings furnished immediately upon receipt;

(2) Compare all drawings and verify the figures before laying out the work;

(3) Promptly notify the Contracting Officer of any discrepancies;

(4) Be responsible for any errors which might have been avoided by complying with this paragraph b..

c. Full-size drawings shall, in general, govern half-size drawings. Figures marked on drawings shall, in general, be followed in preference to scale measurements.

d. Omissions from the drawings or specifications or the misdescription of details of work which are manifestly necessary to carry out the intent of the drawings and specifications, or which are customarily performed, shall not relieve the contractor from performing such omitted or misdescribed details of the work, but shall be performed as if fully and correctly set forth and described in the drawings and specifications.

e. The work shall conform to the specifications and the contract drawings identified on the following index of drawings:

SHEET NO.	SHEET REF NO.	SHEET TITLE
1	G-01	Index to Drawings and Vicinity Map
2	C-01	Dredge Limits
3	C-02	Vicinity Map, Disposal Area & Typical Dredge Section

1.6 PAYMENT FOR MOBILIZATION AND DEMOBILIZATION (DEC. 1991)  
DFAR 52.236-7004

a. The Government will pay all costs for the mobilization and demobilization of all of the Contractor's plant and equipment at the contract lump sum price for this item.

1. Sixty percent (60%) of the lump sum price upon completion of the Contractor's mobilization at the work site.

2. The remaining forty percent (40%) upon completion of demobilization.

b. The Contracting Officer may require the Contractor to furnish cost data to justify this portion of the bid if the Contracting Officer believes that the percentages in the paragraphs a.(1) and (2) of this clause do not bear a reasonable relation to the cost of the work in this contract.

1. Failure to justify such price to the satisfaction of the Contracting Officer will result in payment, as determined by the Contracting Officer, of-

- i. Actual mobilization costs at completion of mobilization;
- ii. Actual demobilization costs at completion of demobilization; and
- iii. The remainder of this item in the final payment under this contract.

2. The Contracting officer's determination of the actual costs in paragraph b.(1) of this clause is not subject to appeal.

1.7 EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE, EFARS 52.231-5000 (MARCH 1995)

a. This clause does not apply to terminations. See 52.249-5000, Basis for settlement of proposals and FAR part 49.

b. Allowable cost for construction and marine plant and equipment in sound workable condition owned or controlled and furnished by a Contractor or subcontractor at any tier shall be based on actual cost data for each piece of equipment or groups of similar serial and series for which the Government can determine both ownership and operating costs from the contractors accounting records. When both ownership and operating costs cannot be determined for any piece of equipment or groups of similar serial or series equipment from the Contractor's accounting records, costs for that equipment shall be based upon the applicable provisions of EP 1110-1-8 "Construction Equipment Ownership and Operating Schedule", Region II. Working conditions shall be considered to be average for determining equipment rates using the schedule unless specified otherwise by the Contracting Officer. For equipment not included in the schedule, rates for comparable pieces of equipment may be used or a rate may be developed using the formula provided in the schedule. For forward pricing, the schedule in effect at the time of negotiations shall apply. For retrospective pricing, the schedule in effect at the time the work was performed shall apply.

c. Equipment rental costs are allowable, subject to the provisions of FAR 31.105(d)(ii) and FAR 31.205-36. Rates for equipment rented from an organization under common control, lease-purchase arrangements, or sale-leaseback arrangements will be determined using the schedule except that the actual rates will be used for equipment leased from an organization under common control that has an established practice of leasing the same or similar equipment to unaffiliated lessees.

d. When actual equipment costs are proposed and the total amount of the pricing action exceeds the small purchase threshold, the Contracting Officer shall request the Contractor to submit either certified cost or pricing data, or partial/limited data, as appropriate. The data shall be submitted on Standard Form 1411, "Contract Pricing Proposal Cover Sheet".

1.8 VARIATION IN ESTIMATED QUANTITIES - SUBDIVIDED ITEMS (MAR 1995) EFARS 52.212-5001

This Variation in Estimated Quantities - Subdivided Items clause is applicable only to Item No. 0002AB.

a. Variation from the estimated quantity in the actual work performed under any second or subsequent sub-item or elimination of all work under such a second or subsequent sub-item will not be the basis for an adjustment in contract unit price.

b. Where the actual quantity of work performed for Item No. 0002 is less than 85 percent of the quantity of the first sub-item listed under such item, the Contractor will be paid at the contract unit price for that sub-item for the actual quantity of work performed and, in addition, an equitable adjustment shall be made in accordance with the clause FAR 52.211-18, Variation in Estimated Quantities.

c. If the actual quantity of work performed under Item No. 0002 exceeds 115 percent or is less than 85 percent of the total estimated quantity of the sub-items under that item, and/or if the quantity of work performed under the second sub-item or any subsequent sub-item under Item No. 0002 exceeds 115 or is less than 85 percent of the estimated quantity of any such sub-item, and if such variation causes an increase or a decrease in the time required for performance of this contract, the contract completion time will be adjusted in accordance with the clause FAR 52.212-11, Variation in Estimated Quantities.

1.9 QUANTITY SURVEYS (APR 1984) FAR 52.236-16.

a. Quantity surveys shall be conducted, and the data derived from these surveys shall be used in computing the quantities of work performed and the actual construction completed and in place.

b. The Contractor shall conduct the prior and after dredging surveys and surveys for any periods for which progress payments

are requested. All these surveys shall be witnessed by a representative of the Contracting Officer, unless the Contracting Officer waives this requirement in a specific instance. The Government shall make such computations as are necessary to determine the quantities of work performed or finally in place. The Contractor shall make the computations based on the surveys for any periods for which progress payments are requested.

c. Promptly upon completing a survey, the Contractor shall furnish the originals of all field notes and all other records relating to the survey or to the layout of the work to the Contracting Officer, who shall use them as necessary to determine the amount of progress payments. The Contractor shall retain copies of all such material furnished to the Contracting Officer.

1.10 PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984) FAR 52.236-1

The Contractor shall perform on the site, and with its own organization, work equivalent to at least 25 percent (25%) of the total amount of work to be performed under the contract. This percentage may be reduced by supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

1.11 SUPERINTENDENCE OF SUBCONTRACTORS (JAN 1965) DFAR 52.236-7009.

a. The Contractor shall be required to furnish the following, in addition to the superintendence required by the CONTRACT CLAUSE entitled "SUPERINTENDENCE BY THE CONTRACTOR":

1. If more than 50% and less than 70% of the value of the contract work is subcontracted, one superintendent shall be provided at the site and on the Contractor's payroll to be responsible for coordinating, directing, inspecting and expediting the subcontract work.

2. If 70% or more of the value of the work is subcontracted, the Contractor shall be required to furnish two such superintendents to be responsible for coordinating, directing, inspecting and expediting the subcontract work.

b. If the Contracting Officer, at any time after 50% of the subcontracted work has been completed, finds that satisfactory progress is being made, he may waive all or part of the above

requirement for additional superintendence subject to the right of the Contracting Officer to reinstate such requirements if at any time during the progress of the remaining work he finds that satisfactory progress is not being made.

1.12 APPROVAL OF CONTRACT FAR 52.204-1

This contract is subject to the written approval of the commander, Chicago District, and shall not be binding until so approved.

END OF SECTION

## SECTION 00830

## WAGE RATES

General Decision Number IL020018  
Superseded General Decision No. IL010018  
STATE: Illinois  
COUNTY(ies): STATEWIDE  
Construction Type: DREDGING MARINE

Dredging and Marine Construction Projects: floating/land equipment engaged in clamshell, backhoe and dragline dredging, marine construction, ridges, salvage operations and cranes, loaders, dozers, or other equipment used for disposal of dredge spoils or marine construction materials on land at the slip or dock, at the project site, where the above material/spoils is being handled, and all equipment utilized on breakwall/breakwater structures on the Great Lakes, Islands therein, their connecting and tributary waters, including the Illinois Waterway to the Lock at Lockport, Illinois, the New York State Barge Canal System between Tonawanda, New York and Waterford, New York and Oswego, New York, the Duluth-Superior area to the Fond du Lac Bridge Crossing (Minnesota State Highway 23) on the St. Louis River and on the St. Lawrence River eastward to the International Boundary near St. Regis, New York.

Modification Number	Publication Date
0	03/01/2002

SUIL2001A 01/01/2002

	Rates	Fringes
MECHANICAL DREDGING (CLAMSHELL, DRAGLINE, AND BACKHOE) AND MARINE CONSTRUCTION):		
FLOATING EQUIPMENT:		
Indiana:		
Class I	33.50	10.95+b&c
Class II	32.00	10.95+b&c
Class III	28.45	10.95+b&c
Class IV	23.65	10.95+b&c
Illinois:		
Class I	36.30	10.95+b&c
Class II	34.80	10.95+b&c
Class III	31.00	10.95+b&c
Class IV	25.75	10.95+b+c
Michigan:		
Class I	26.00	13.97+b&c
Class II	24.50	13.97+b&c
Class III	21.85	13.97+b&c
Class IV	18.15	13.97+b&c
Minnesota:		
Class I	35.60	7.55+b&c
Class II	34.10	7.55+b&c
Class III	30.35	7.55+b&c
Class IV	25.25	7.55+b&c
New York (Cattaraugus, Chautauga, Erie and Orleans Counties):		
Class I	26.96	13.56+b&c
Class II	25.46	13.56+b&c
Class III	22.66	13.56+b&c
Class IV	18.85	13.56+b&c

New York (Cayuga, Jefferson, Oswego, and St. Lawrence Counties):		
Class I	25.30	8.85+b&c
Class II	23.80	8.85+b&c
Class III	21.20	8.85+b&c
Class IV	17.65	8.85+b&c
New York (Niagara):		
Class I	24.90	11.90+b&c
Class II	23.40	11.90+b&c
Class III	20.80	11.90+b&c
Class IV	17.30	11.90+b&c
New York (Monroe and Wayne Counties and the City of Rochester):		
Class I	27.50	9.00+b&c
Class II	26.00	9.00+b&c
Class III	23.15	9.00+b&c
Class IV	19.25	9.00+b&c
Ohio (Ashtabula, Cuyahoga, Erie, Lake, and Lorain Counties):		
Class I	31.15	7.10+b&c
Class II	29.65	7.10+b&c
Class III	26.39	7.10+b&c
Class IV	21.94	7.10+b&c
Ohio (Lucas, Henry, Ottawa, Wood and Sandusky Counties):		
Class I	29.43	7.10+b&c
Class II	27.93	7.10+b&c
Class III	24.86	7.10+b&c
Class IV	20.67	7.10+b&c
Pennsylvania (Erie County):		
Class I	24.57	8.74+b&c
Class II	23.07	8.74+b&c
Class III	20.67	8.74+b&c
Class IV	17.77	8.74+b&c
Wisconsin (Includes all marine/floating type work on projects in the Superior/Duluth Harbor, Lake Superior):		
Class I	31.48	11.15+b&c
Class II	29.98	11.15+b&c
Class III	26.68	11.15+b&c
Class IV	22.18	11.15+b&c
HYDRAULIC DREDGING:		
TUG OPERATOR - Vessel Over 800 Horse-Power	26.49	7.61+a+b
LAUNCH OPERATOR - Vessel 800 Horse-Power Or Less	25.15	7.61+a+b
TUG ENGINEER	26.49	7.61+a+b
TUG WORKERS: Fireman, Lineman, Oiler, Deckhand, Tankerman, Scowman, (on/or with tugboats, launches, or other self-propelled boats)	22.51	7.61+a+b
DREDGE WORKERS:		
Lead Deckhand	29.68	7.61+a+b
Fireman, Oiler, Deckhand, & Scowman (with dipper, hydraulic or other floating equipment engaged in hydraulic and dipper dredging operations), Pipeline men, (both afloat & ashore including loading, unloading, maintaining, and handling pipelines for hydraulic dredges and sandboats), Rangeman, Tankerman, Sweepman and service Truck Driver	22.51	7.61+a+b
PAID HOLIDAYS (WHERE APPLICABLE): A-NEW YEAR'S DAY, B-MEMORIAL DAY, C-INDEPENDENCE DAY, D-LABOR DAY, E-THANKSGIVING DAY, F-CHRISTMAS DAY, G-PRESIDENT'S DAY, H-VETERAN'S DAY.		
FOOTNOTES:		



- a. \$30.10 per day per employee for medical
- b. Eight paid holidays: A thru H
- c. Hazardous/Toxic Waste Material:
  - \*Level A \$2.50 per hour
  - \*Level B \$2.00 per hour
  - \*Level C \$1.00 per hour
  - \*Level D \$0.50 per hour

Such wages shall be above the classifications of work listed under mechanical dredging and Marine construction of this general wage decision.

\*Working with Hazardous Waste at this level as defined by the U. S. Environmental Protection Agency.

#### CLASSIFICATION DESCRIPTIONS

Class I: Master Mechanic - assist and direct Class II, Class III, and Class IV, diver/wet tender, engineer (hydraulic dredge).

Class II: Crane/Backhoe Operator and Mechanic/Welder, assistant engineer(hydraulic dredge), leverman (hydraulic dredge), diver/tender.

Class III: Deck Equipment Operator (Machineryman), maintenance of Crane (over 50 ton capacity) or Backhoe (115,000 pounds or more), tug/launch operator, Loader/dozer and like equipment on Barge, breakwater wall, slip/dock, Scow, Deck Machinery, etc.

Class IV: Deck Equipment Operator (Machineryman/Fireman: Four equipment units or more) and Crane Maintenance (50 ton capacity and under) or Backhoe (weighing 115,000 pounds or less), assistant tug operator.

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.  
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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(v)).  
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In the listing above, the "SU" designation means that rates listed under that identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

#### WAGE DETERMINATION APPEALS PROCESS

- (1) Has there been an initial decision in the matter? This can be:
  - \* an existing published wage determination
  - \* a survey underlying a wage determination
  - \* a Wage and Hour Division letter setting forth a position on a wage determination matter
  - \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in (2) and (3) should be followed. With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U. S. Department of Labor  
200 Constitution Avenue, N. W.  
Washington, D. C. 20210

- (2) If the answer to the question in (1) is yes, then an interested party (those affected by the action) can request review and reconsideration from

the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7).  
Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N. W.  
Washington, D. C. 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

(3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U. S. Department of Labor  
200 Constitution Avenue, N. W.  
Washington, D. C. 20210

(4) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

END OF SECTION

## SECTION 01100

## GENERAL PROVISIONS

## PART 1 GENERAL

- 1.1 RESPONSIBILITY OF THE CONTRACTOR
- 1.2 REAL ESTATE.
- 1.3 CONTINUITY OF WORK - DREDGING
- 1.4 INSPECTION
- 1.5 FINAL EXAMINATION AND ACCEPTANCE
- 1.6 SHOALING
- 1.7 MISPLACED MATERIALS
- 1.8 ACCOMMODATIONS FOR INSPECTORS
- 1.9 SIGNAL LIGHTS
- 1.10 TEMPORARY LIGHTS AND SIGNALS REQUIRED BY THE COAST GUARD
- 1.11 DAILY REPORT OF DREDGING OPERATIONS
- 1.12 CONDITION OF EXISTING STRUCTURES
- 1.13 MINIMUM AMOUNT OF INSURANCE REQUIRED
- 1.14 TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER
- 1.15 COORDINATION WITH OTHERS
- 1.16 MARKER BUOYS
- 1.17 SPECIAL SAFETY REQUIREMENTS
- 1.18 SUNDAY, HOLIDAY, AND NIGHT OPERATIONS
- 1.19 SEQUENCE OF WORK
- 1.20 SURVEYS
- 1.21 TUG OPERATOR WAGES
- 1.22 AS-BUILT DRAWINGS
- 1.23 PERMITS AND RESPONSIBILITIES.
- 1.24 ACCESS ROADS, PARKING, STORAGE, AND CONSTRUCTION AREAS

## PART 2 PRODUCTS (Not Applicable)

## PART 3 EXECUTION (Not Applicable)

## SECTION 01100

## GENERAL PROVISIONS

## PART 1 GENERAL

## 1.1 RESPONSIBILITY OF THE CONTRACTOR

a. The Contractor shall be responsible for the professional quality, technical accuracy and the coordination of all designs, drawings and specifications furnished by the Contractor under this contract. The Contractor shall, without additional compensation, correct or revise designs, drawings and specifications.

b. Neither the Government's review, approval or acceptance of, nor payment for, any of the services required under this contract shall be construed to operate as a waiver of any rights under this contract, and the Contractor shall be and remain liable to the Government in accordance with applicable law for all damages to the Government caused by the Contractor's negligence in connection with designs, drawings and specifications, furnished under this contract.

c. The rights and remedies of the Government provided for under the contract are in addition to any other rights and remedies provided by law.

## 1.2 REAL ESTATE.

No real estate rights have been obtained by the Government for this project. The dredging work to be performed is under Federal jurisdiction. In the event the Contractor requires any real estate rights, he shall obtain such at his own expense. He shall furnish the Contracting Officer's Representative (COR) copies of all documents permitting the use of private or other property for approval before entering thereon. Such documents shall clearly relieve the Government of any liability from damages resulting from the use of such property.

## 1.3 CONTINUITY OF WORK - DREDGING

No payment will be made for work done in any area designated by the COR until the full depth required under the contract is dredged in the whole of such area, unless prevented by ledge rock, nor will payment be made for excavation in any area not adjacent to and in prolongation of areas where full depth has been dredged except by decision of the COR. Should any such nonadjacent area be excavated to full depth during the operations carried on under the contract, payment for all work therein may be deferred until the required depth has been made in the area intervening. The Contractor may be required to suspend dredging at any time when for any reason the gages or ranges cannot be seen or properly followed.

## 1.4 INSPECTION

The Contractor will be required:

a. to maintain gauges, ranges, location marks and limit marks in proper order and position;

b. to furnish, on the request of the COR or any inspector, the use of such boats, boatmen, laborers, and material forming a part of the ordinary and usual equipment and crew of the dredging plant as may be reasonably

necessary in inspecting the work.

c. to furnish, on the request of the COR or any inspector, suitable transportation from all points on shore designated by the COR to and from the various pieces of the plant. Should the Contractor refuse, neglect, or delay compliance with these requirements, the specific facilities may be furnished and maintained by the COR, and the cost thereof will be deducted from any amounts due or to become due the Contractor.

d. The presence or absence of an inspector shall not relieve the Contractor of responsibility for the proper execution of work in accordance with the specifications.

#### 1.5 FINAL EXAMINATION AND ACCEPTANCE

a. As soon as practicable but not to exceed five calendar days after the completion of the entire work or any section thereof (if the work is divided into sections) as in the opinion of the COR will not be subject to damage by further operations under the contract, such work will be thoroughly examined at the cost and expense of the Contractor by continuous fathometer soundings or by sweeping. Should any shoals, lumps, or other lack of contract depth be disclosed by this examination the Contractor will be required to remove same by dragging the bottom or by dredging at the contract rate for dredging, but if the bottom is soft and the shoal areas are small and form no material obstruction to navigation, the removal of such shoal may be waived by the discretion of the COR. The COR will be notified 48 hours in advance when soundings and/or sweepings are to be made, and will accompany the survey party. When the area is found to be in a satisfactory condition, it will be accepted as final.

b. Final acceptance of the whole or a part of the work and the deductions or corrections of deductions made thereon will not be reopened after having once been made, except on evidence of collusion, fraud, or obvious error, and the acceptance of a completed section shall not change the time of payment of the retained percentages of the whole or any part of the work.

#### 1.6 SHOALING

If, before the contract is completed, shoaling occurs in any section previously accepted, including shoaling in the finished channel, because of the natural lowering of the side slopes, re-dredging at contract price, within the limit of available funds, may be done if agreeable to both the Contractor and the COR.

#### 1.7 MISPLACED MATERIALS

Should the Contractor, during the progress of the work, lose, dump, throw overboard, sink, or misplace any material, plant, machinery, or appliance, which in the opinion of the COR may be dangerous to or obstruct navigation, the Contractor shall recover and remove the same with the utmost dispatch. The Contractor shall give immediate notice, with description and location of such obstructions, to the COR or inspector, and when required shall mark or buoy such obstructions until the same are removed. Should he refuse, neglect, or delay compliance with the above requirements, such obstructions may be removed by the COR, and the cost of such removal may be deducted from any money due or to become due the Contractor or may be recovered under his bond. The liability of the Contractor for the removal of a vessel wrecked or sunk without fault or negligence shall be limited to that provided in Sections 15, 19 and 20 of the River and Harbor Act of March

1899. (33 U.S.C. 410 et seq.)

#### 1.8 ACCOMMODATIONS FOR INSPECTORS

The Contractor shall furnish regularly to inspectors on board the dredge, other craft upon which they are employed, or Contractor's field office a suitable separate room for office purposes and transportation to and from the dredge or other craft. The room shall be fully equipped and maintained to the satisfaction of the COR; it shall be properly heated, ventilated, and lighted, and shall have a desk which can be locked, a chair for each inspector, and washing convenience. The entire cost to the Contractor for furnishing, equipping, and maintaining the foregoing accommodations shall be included in the contract price. If the Contractor fails to meet these requirements, the facilities referred to above will be secured by the COR, and the cost thereof will be deducted from payments to the Contractor.

#### 1.9 SIGNAL LIGHTS

The Contractor shall display signal lights and conduct his operations in accordance with the General Regulations of the Department of the Army and of the Coast Guard. All rules and regulations governing lights and day signals to be displayed by towing vessels with tows on which no signals can be displayed, vessels working on wrecks, dredges, and vessels engaged in laying cables or pipe or in submarine or bank protection operations, lights to be displayed on dredge pipe lines, and day signals to be displayed by vessels of more than 65 feet in length moored or anchored in a fairway or channel, and the passing by other vessels of floating plant working in navigable channels, as set forth in Commandant U.S. Coast Guard Instruction M16672.2, Navigation Rules: International-Inland (COMDTINST M16672.2), or 33 CFR 81 Appendix A (International) and 33 CFR 84 through 33 CFR 89 (Inland), as applicable.

#### 1.10 TEMPORARY LIGHTS AND SIGNALS REQUIRED BY THE COAST GUARD

All temporary lights and signals required by the U.S. Coast Guard must be displayed during the required work. Information regarding required signals and lights may be obtained from the Commander, U.S. Ninth Coast Guard District, 1240 East Ninth Street, Cleveland, Ohio 44199.

#### 1.11 DAILY REPORT OF DREDGING OPERATIONS

The front and back sides of the Report of Operations Form (ENG Form 4267) as appropriate to the types of work being performed, a copy of which is included as Attachment at the end of this section, shall be completed and furnished daily to the Government. When appropriate and approved, quality control compliance inspections may be reported under the "Remarks" item on the form. An adequate supply of the dredging operations report forms will be provided to the Contractor by the Government upon request.

#### 1.12 CONDITION OF EXISTING STRUCTURES

Prior to commencement of operations by the contractor at the site, a detailed survey will be made of all existing structures that may be affected by the contractor's operations. The survey will be conducted in coordination with local interests, contractor, Corps of Engineers Representative, and private parties concerned and will be sufficient in scope to provide advance agreement among all concerned as to the condition of the existing structures. The contractor shall be responsible for full and active participation in such pre-construction surveys of existing

structures as deemed necessary to permit determination and accurate assessment of any subsequent damage to existing structures which may be incurred during the period of the contract.

#### 1.13 MINIMUM AMOUNT OF INSURANCE REQUIRED

Evidence of the following minimum insurance coverages and limits, with concurrent policy expiration dates, must be received by the Department of the Army, Corps of Engineers before the contractor can begin work. This evidence must be on a fully-completed, signed and dated ACCORD Certificate of Insurance. In addition, policy endorsements must be issued by or in behalf of the insuring company or companies naming the Department of the Army, Corps of Engineers as Additional Interest Insured regarding the work.

The endorsements must also provide that the Department of the Army, Corps of Engineers receive direct written notice at least thirty (30) days before the effective date of any material changes to, any cancellation of, or any non-renewal of these coverages during the time period of the contractor's work.

Should the coverages expire or be terminated during the time period of the contractor's work, the Department of the Army, Corps of Engineers must receive an ACCORD Certificate of Insurance as evidence of renewal or replacement insurance coverage and the supporting policy endorsements as specified above.

All insuring companies must be rated A, or Superior, by A.M. Best Company, an independent insurance rating service.

##### Comprehensive General Liability

(Occurrence policy form only)

General Aggregate	\$2,000,000
Products/Completed Operations	\$2,000,000
Each Occurrence	\$1,000,000
Fire Damage Legal Liability	\$50,000

##### Comprehensive Automobile Liability

(Including Hired Automobile Liability and Non-Owned Automobile Liability)

Combined Single Limit	\$1,000,000
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##### Employers' Liability

Each Occurrence	\$500,000
Policy Limit	\$500,000
Each Employee	\$500,000

(Or Statutory Limits if higher)

##### Workers Compensation

(As required by State Law or Federal Law)

##### Umbrella Liability (Occurrence policy form only)

Each Occurrence and Aggregate	\$5,000,000
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#### 1.14 TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER

a. This clause specifies the procedure for the determination of time extensions for unusually severe weather in accordance with the CONTRACT CLAUSE entitled "DEFAULT (FIXED-PRICE CONSTRUCTION)." In order for the Contracting Officer to award a time extension under this clause, the following conditions must be satisfied.

1. The weather experienced at the project site during the contract period must be found to be unusually severe, that is, more severe than the

adverse weather anticipated for the project location during any given month.

b. The following schedule of monthly anticipated adverse weather delays is based on National Oceanic and Atmospheric Administration (NOAA) or similar data for the project location and will constitute the base line for monthly weather time evaluations. The Contractor's progress schedule must reflect these anticipated adverse weather delays in all weather dependent activities.

MONTHLY ANTICIPATED ADVERSE WEATHER DELAY  
WORK DAYS BASED ON (5) DAY WORK WEEK

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC 1-15	DEC 16-31
22	20	21	14	8	6	4	3	5	10	11	11	12

c. Upon acknowledgement of Notice to Proceed (NTP) and continuing throughout the contract, the Contractor will record on the daily CQC report, the occurrence of adverse weather and resultant impact to normally scheduled work. Actual adverse weather delay days must prevent work on critical activities for 50 percent or more of the Contractor's scheduled work day. The number of actual adverse weather delay days shall include days impacted by actual adverse weather (even if adverse weather occurred in previous month), be calculated chronologically from the first to the last day of each month, and be recorded as full days. If the number of actual adverse weather delays exceeds the number of days anticipated in paragraph 2, above, the Contracting Officer will convert any qualifying delays to calendar days, giving full consideration for equivalent fair weather work days, and issue a modification in accordance with the contract clause entitled "Default (Fixed Price Construction)".

#### 1.15 COORDINATION WITH OTHERS

The Contractor shall schedule and coordinate his operations affecting other Contractors, Government hired labor forces, utilities, and/or property occurring within the work limits. Such scheduling shall be accomplished with lead time sufficient for coordination of all involved parties as necessary for timely completion of each contract feature. As evidence of this compliance with this General Provision the Contractor shall furnish the Contracting Officer with a copy of each coordinated schedule prior to commencing operations affecting such other Contractors, utilities, and/or property.

#### 1.16 MARKER BUOYS

The contractor shall place and maintain buoys at the four corners of the disposal area as specified in Section 02483, para 3.2.

#### 1.17 SPECIAL SAFETY REQUIREMENTS

a. The Contractor shall comply with all applicable Federal, State and Local safety requirements including, but not limited to those provided in EM 385-1-1 Safety and Health Requirements Manual, 3 September 1996.

b. Before performing any diving operation, the Contractor shall submit a dive plan for the Contracting Officer's approval.

#### 1.18 SUNDAY, HOLIDAY, AND NIGHT OPERATIONS



When the Contractor elects to work on Sundays, Holidays, or nights, notice of his intention to do so shall be given to the COR not less than forty-eight (48) hours in advance thereof. Adequate lighting for thorough inspection of night operations will be provided by the Contractor at his expense and the requirements of Clause 1.4 of this Section, "INSPECTION" shall apply.

#### 1.19 SEQUENCE OF WORK

The dredging shall proceed generally in an east-to-west or west-to-east direction beginning on the south side of the area to be dredged and working towards the north. The dredged material shall be placed in the disposal area beginning at the northwest corner of the disposal area and proceed south and then east.

#### 1.20 SURVEYS

a. Contractor shall perform such surveys and computations as are necessary to determine the quantities of work performed or placed during each period for which a progress payment is to be made. The Contractor shall also perform prior and after dredging surveys. Soundings shall be continuous and ranges will be at no greater than 50 foot intervals with actual soundings taken at least every 20 feet along each range line. Prior sounding borders shall be the dredging boundaries on the east, west, and south, with the northern sounding border being 800 feet north of the baseline. The Government will make such computations as are necessary to determine the final quantities of work performed or finally in place. Unless waived by the COR in each specific case, quantity surveys made by the Contractor shall be witnessed and approved by the COR. All surveys shall be performed in accordance with the Class I Contract Payment Survey as specified in the U.S. Army Corps of Engineers Hydrographic Surveying Manual, EM 1110-2-1003, 31 October 1994.

b. All original field notes, computations, digital sounding data and other records of the Contractor for the purposes of layout, original, progress, and final surveys shall be furnished no later than two (2) working days after completing surveys to the COR at the site of the work and shall be used by the COR to the extent necessary in determining the proper amounts of progress and final payments. A copy of the original notes, computation, digital sounding data and records furnished to the COR shall be retained by the Contractor.

c. "Prior" soundings are to be plotted by the Contractor and submitted within five (5) working days after the prior soundings are completed and prior to the start of dredging. "After" (final) soundings are to be plotted by the Contractor and submitted within five (5) working days after final soundings are completed. All soundings shall be plotted at a scale of 1:50 and submitted on hard copy and digital format.

d. Format for digital sounding data: Any sounding data provided to the Government shall be on 3.5 inch floppy disk in ASCII tabular format or another format approved by the COR.

e. Verification: The Government may make checks as the work progresses to verify lines and grades established by the Contractor and to determine the conformance of the completed work as it progresses with the requirements of the contract specifications and drawings. Such checking by the COR shall not relieve the Contractor of his responsibility to perform all work in accordance with the contract drawings and specifications and the lines and

grades given therein.

f. Format and Survey Notes: The format in which survey notes are recorded shall be approved by the COR prior to any survey work being performed.

#### 1.21 TUG OPERATOR WAGES

The master of the vessel and any other member of the crew whose services are subject to the authority, direction, and control of the master of the vessel who performs primarily as an aid in the operation of the vessel as means of transportation and does not perform more than twenty percent of their time in work unrelated to transporting the vessel are deemed to be seamen. The Davis-Beacon Act wage rates do not apply to seamen. However, employees on floating equipment who are engaged in dredging operations are not employed as seamen and would be subject to Davis-Bacon Act wage rates.

#### 1.22 AS-BUILT DRAWINGS

a. Working As-Built Drawings. The Contractor shall revise and maintain during the execution of the project two (2) sets of full-scale paper prints by red-line process to show the as-built conditions. These working as-built drawings shall be kept current and available for review on the jobsite at all times. Changes from the contract drawings that are made in the work or additional information that might be uncovered in the course of construction shall be accurately, legibly, and neatly recorded and dated as they occur by means of details and notes. All variations from the contract drawings, for whatever reason, including those occasioned by modifications, optional material and the required coordination between trades, shall be indicated. These variations shall be shown in the same general detail utilized in the contract drawings. The working as-built drawings will be jointly reviewed for accuracy and completeness by the COR and the Contractor prior to submission of each monthly pay estimate. If the Contractor fails to maintain the working as-built drawings as specified herein, the COR will deduct from the monthly progress payment an amount representing the estimated cost of maintaining the working as-built drawings.

b. Preliminary Submittal. Within 15 calendar days after completion of the work, the Contractor shall prepare and deliver two (2) copies of the working as-built drawings to the COR for review and approval. If upon review, the working as-built drawings are found to contain errors and/or omissions, they will be returned to the Contractor within 15 calendar days for corrections. The Contractor shall complete the corrections and return the working as-built drawings within 15 calendar days to the COR for approval. The working as-built drawings will be reviewed within 15 calendar days. Upon approval, the working as-built drawings will be returned to the Contractor for use in preparation of final as-built drawings.

c. Final As-Built Drawing Submittal. Within 30 days after receipt of the approved working as-built drawings and the Corps-provided digital contract drawings in Microstation .DGN format, the Contractor shall prepare and make the final submittal. This submittal shall consist of one set of completed final as-built drawings in Microstation .DGN format on CD-ROM, one set (1) of mylars, two (2) sets of blue line prints, and the approved working as-built drawings. When final revisions have been completed, each drawing shall show the wording, "RECORD DRAWING, AS-BUILT" signature block as provided with the Microstation .DGN files. Revisions to each drawing shall be noted and dated in the revision block.

d. All paper prints and reproducible drawings shall become the property of the Government upon final approval. Failure to submit final as-built drawings and working as-built drawings as required herein shall be cause for withholding any payment due the Contractor under this contract. Approval and acceptance of final as-built drawings shall be accomplished before final payment is made to the Contractor.

#### 1.23 PERMITS AND RESPONSIBILITIES.

Contractor shall be responsible to obtain all permits/licenses required for this project as required.

#### 1.24 ACCESS ROADS, PARKING, STORAGE, AND CONSTRUCTION AREAS

a. Prior to any hauling or moving of heavy equipment onto the access roads, parking, storage, and construction areas, the Contractor and COR shall make a joint field inspection to determine the condition of the respective areas to be used by him.

b. When work is completed to the point no further use of the access roads, parking, storage, or construction areas is needed by the Contractor, he shall make such permanent repairs as required to leave the access roads, parking, storage, and construction areas in as good a condition as before the work began. No separate payment will be made for the required repairs and the cost thereof shall be included in the Contractor's bid prices.

c. The Contractor's activities shall in no way impede pedestrian or vehicle access outside of the approved work limits. Public access and access for government vehicles shall be maintained at all times along all public roads and private drives. The Contractor shall provide a night emergency telephone number(s) to the Fire and Police Departments, Illinois Department of Environmental Management, and the National Park Service, Local Office so that contact can be made easily in case of emergency.

d. The Contractor acknowledges that he has satisfied himself as to the nature and location of the work, the general and local conditions, particularly those bearing upon availability of transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads, and uncertainties of weather, lake levels, wave frequencies or similar physical conditions at the site, the conformation and conditions of the ground, the character of equipment and facilities needed prior to and during prosecution of the Work and all other matters which can in any way affect the Work or the cost thereof under this Contract.

The Contractor further acknowledges that he has satisfied himself as to the character, quality, and quantity of surface and subsurface (including underwater) materials to be encountered from inspecting the site and from evaluating information derived from exploratory work. Any failure by the Contractor to acquaint himself with all the available information will not relieve the Contractor from responsibility for properly estimating the difficulty or cost of successfully performing the Work.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION (Not Applicable)

-- End of Section --

REPORT OF OPERATIONS—PIPELINE, DIPPER OR BUCKET DREDGES										REPORTS CONTROL SYMBOL ENGW-0-13	
THRU:			TO:			FROM:			REPORT NO.		
CHARACTER OF REPORT		<input type="checkbox"/> MAINTENANCE <input type="checkbox"/> NEW WORK <input type="checkbox"/> DAILY <input type="checkbox"/> STATUS <input type="checkbox"/> COMPLETION <input type="checkbox"/> ANNUAL							DATE OR PERIOD		
DREDGE		NAME AND TYPE			SIZE		PIPELINE		DIPPER OR BUCKET		
		HORSEPOWER OF			DREDGE PUMP		SUCTION PIPE JET		CUTTER OR BUCKET		PROPULSION
		NUMBER OF CREW MEMBERS			DREDGE		SHORE		OTHER PLANT		TOTAL
					WORK SCHEDULE		SHIFTS PER DAY		DAYS PER WEEK		
PROJECT AND BAR		NAME			AUTH DIMENSIONS		WIDTH		DEPTH		OVERDEPTH
		LOCATION (include station numbers)									
CHARACTER OF MATERIAL		ABSOLUTE DENSITY			IN PLACE DENSITY			VOIDS RATIO			
		GRAIN SIZE			G.M.S./liter			G.M.S./liter			
CONTRACT OR DREDGING ORDER		NUMBER			<input type="checkbox"/> CONTRACTOR <input type="checkbox"/> HIRED LABOR			TOTAL NO. OF DAYS ON WHICH WORK WAS DONE			
CHANNEL CONDITION		AVERAGE DEPTH		BEFORE DREDGING		AFTER DREDGING		MINIMUM SOUNDING		BEFORE DREDGING	
										AFTER DREDGING	
RIVER STAGE		MINIMUM		TIME		MAXIMUM		TIME		GAGE LOCATION	
WEATHER CONDITION		(clear, cloudy, rain, snow, and fog)					VISIBILITY		WIND (maximum velocity & direction)		
							miles				
WORK PERFORMED						DISTRIBUTION OF TIME					
ITEM			UNIT		QUANTITY		EFFECTIVE WORKING TIME (chargeable to cost of work)			HOURS   MIN.	
AVERAGE WIDTH OF CUT			FEET				PUMPING OR DREDGING				
TOTAL ADVANCE THIS PERIOD			FEET				PCT. OF EFFECTIVE RENTAL TIME			%	
TOTAL ADV. PREVIOUS TO THIS PERIOD			FEET				BOOSTER (in line)			Hrs.   Min.	
TOTAL ADVANCE TO DATE			FEET				NON-EFFECTIVE WORKING TIME (chargeable to cost of work)				
FLOATING PIPE.			SHORE PIPE.				HANDLING PIPE LINES				
TOTAL LENGTH OF DISCHARGE PIPE			FEET				HANDLING ANCHOR LINES				
AVERAGE LIFT			FEET				CLEARING PUMP AND PIPE LINE				
AVERAGE PUMP SPEED			R.P.M.				CLEARING CUTTER OR SUCTION HEAD				
AVG. DREDGED PER PUMP. HR. GROSS			CU.YDS.				WAITING FOR SCOWS				
SCOWS LOADED			NUMBER				TO AND FROM WHARF OR ANCHORAGE				
AVERAGE LOAD PER SCOW			CU.YDS.				CHANGING LOCATION OF PLANT ON JOB				
CUBIC YARDS REMOVED						LOSS DUE TO OPPOSING NATURAL ELEMENTS					
AMOUNT DREDGED THIS PERIOD:						LOSS DUE TO PASSING VESSELS					
(1) GROSS (computed amount)						SHORE LINE AND SHORE WORK					
(2) CREDITED (pay place)						WAITING FOR BOOSTER					
AMOUNT PREVIOUSLY REPORTED:						MINOR OPER. REPAIRS (explain in remarks)					
(1) GROSS (computed amount)						WAITING FOR ATTENDANT PLANT					
(2) CREDITED (pay place)						PREPARATION AND MAKING UP TOW					
TOTAL AMOUNT DREDGED TO DATE:						TRANSFERRING PLANT BETWEEN WORKS					
(1) GROSS (computed amount)						LAY TIME OFF SHIFT AND SATURDAYS					
(2) CREDITED (pay place)						SUNDAYS AND HOLIDAYS					
ATTENDANT PLANT						FIRE DRILL					
ITEM		NAME OR NUMBER			HOURS		MISCELLANEOUS (explain in remarks)				
							TOTAL NON-EFFECTIVE WORKING TIME				
							PCT. OF NON-EFFECTIVE RENTAL TIME			%	
							TOTAL EFFECTIVE AND NON-EFFECTIVE TIME (chargeable to cost of work)				
							PCT. OF TOTAL TIME IN PERIOD			%	
							LOST TIME (not chargeable to cost of work)				
							MAJOR REPAIRS AND ALTERATIONS				
							CESSATION				
							COLLISIONS				
							MISCELLANEOUS (explain in remarks)				
NUMBER OF INSPECTIONS		BY DISTRICT PERSONNEL			BY DIV & OCE PERSONNEL		TOTAL LOST TIME				
CONTRACT USE ONLY		HAS ANYTHING DEVELOPED WHICH MIGHT LEAD TO A CHANGE ORDER OR CLAIM? <input type="checkbox"/> NO <input type="checkbox"/> YES (If "YES", explain under remarks on back)					PERCENTAGE OF TOTAL TIME			%	
							TOTAL TIME IN PERIOD				

SUMMARY OF COSTS					
ITEMS					COST
<b>DIRECT PLANT OPERATING COSTS</b>					
UNIFORM DAILY RATE BASIS <i>(To be completed when submitting Status and Completion reports.)</i>					
CHARGES: _____ DAYS AT \$ _____ PER DAY <i>(Item 19, ENG Form 22 (Costs)—adjusted to exclude plant increment cost.)</i>					
▶ OR ◀					
ACTUAL PLANT COSTS <i>(To be completed when submitting Annual report.)</i>					
PAYROLLS <i>(gross)</i> .....					\$
SUBSISTENCE & QUARTERS OR PER DIEM & MILEAGE .....					\$
FUEL _____ BARRELS AT \$ _____ PER BARREL .....					\$
WATER .....					\$
LUBRICANTS .....					\$
PLANT OWNERSHIP COSTS <i>(as computed below)</i> .....					\$
INSURANCE .....					\$
ATTENDANT PLANT .....					\$
MISCELLANEOUS .....					\$
SUBTOTAL—UNIFORM DAILY RATE OR ACTUAL COSTS .....					\$
SUBTOTAL—PLANT UNIT COST \$ _____ PER CUBIC YARD.					
<b>SHORE WORK</b>					
SUBTOTAL—SHORE WORK COSTS .....					\$
SUBTOTAL—SHORE WORK UNIT COSTS \$ _____ PER CUBIC YARD.					
<b>OTHER COSTS</b>					
SURVEYS .....					\$
INSPECTION AND SUPERVISION .....					\$
OVERHEAD .....					\$
OTHER INDIRECT COSTS .....					\$
SUBTOTAL—OTHER COSTS .....					\$
SUBTOTAL—OTHER UNIT COST \$ _____ PER CUBIC YARD.					
GRAND TOTAL—ALL COSTS .....					\$
GRAND TOTAL—ALL UNIT COSTS \$ _____ PER CUBIC YARD.					
<b>OPERATING SUPPLIES</b>					<b>ANNUAL REPORT DATA</b> <i>(complete when submitting Annual report)</i>
COMMODITIES	CONSUMED		INVENTORY		
	UNIT	QUANTITY	QUANTITY	VALUE	
FUEL <i>(oil)</i>	BBLs				COST PER RENTAL MINUTE <i>(Based on total operating cost)</i> .....
LUBRICANT <i>(oil)</i>	GAL				TOTAL COST OF PLANT <i>(End of F.Y. reporting period)</i> .....
LUBRICANT <i>(grease)</i>	LBS				BOOK VALUE <i>(End of F.Y. reporting period)</i> .....
WATER	GAL				BALANCE IN PLANT ACCOUNT <i>(End of F.Y. reporting period)</i> .....
					PLANT OWNERSHIP COSTS <i>(Actual for F.Y. reporting period):</i>
					DEPRECIATION .....
					REPAIRS <i>(Adjusted)</i> .....
					CESSATION OF WORK .....
					SMALL TOOLS, ETC. ....
SUBSISTENCE SUPPLIES .....					
MISCELLANEOUS SUPPLIES .....					
TOTAL .....					TOTAL .....
					\$
REMARKS					
SUBMITTED BY <i>(Name, title, and signature)</i>			RECOMMENDED BY <i>(Name, title, and signature)</i>		APPROVED BY <i>(Name, title, and signature)</i>

## SECTION 01270

## MEASUREMENT AND PAYMENT

## PART 1 GENERAL

## 1.1 LUMP SUM PAYMENT ITEMS

Payment items for the performing and completing work of this contract for which contract lump sum payments will be made are listed in the BIDDING SCHEDULE and described below. All costs for items of work, which are not specifically mentioned to be included in a particular lump sum or unit price payment item, shall be included in the listed lump sum item most closely associated with the work involved. The lump sum price and payment made for each item listed shall constitute full compensation for design, furnishing all plant, labor, materials, equipment, and any associated Contractor quality control, environmental protection, meeting safety requirements, tests and reports, and all work required for which separate payment is not otherwise provided.

## 1.1.1 Mobilization and Demobilization (Bid Item 0001)

## 1.1.1.1 Payment

Payment at the applicable lump sum price shall include all costs for mobilization and demobilization of all the Contractor's plant and equipment. Payment for this item shall also include payment for all items required for the Temporary Field Office, Project Sign and Safety Sign as described in Section 01580. Payment constitutes full compensation for all plant, labor, equipment, and incidentals associated with mobilization and demobilization.

## 1.1.1.2 Unit of Measurement

Unit of measure: lump sum (LS)

## 1.1.2 Performance and Payment Bonds (Bid Item 0003)

## 1.1.2.1 Payment

Payment at the applicable lump sum price shall include costs for obtaining Performance and Payment Bonds required to complete this work. The Government will pay either the actual cost of the Performance and Payment Bonds or the Contractor's bid price, whichever is less.

## 1.1.2.2 Measurement

Unit of Measure: lump sum (LS)

## 1.1.3 As-built Drawings (Bid Items 0004)

## 1.1.3.1 Unit of Measurement: Lump Sum (LS)

## 1.1.3.2 Payment

Payment will be made to include, but not limited to, all work associated with revising and maintaining working as-built drawings, and submitting preliminary and final as-built drawings. See SECTION 01100 for further information.

## 1.2 UNIT PRICE PAYMENT ITEMS

Payment items for the performance and completion of work in this contract on which the contract unit price payments will be made are listed in the BIDDING SCHEDULE and described below. The unit price and payment made for each item listed shall constitute full compensation for furnishing all plant, labor, materials, equipment, design, and any associated Contractor quality control, environmental protection, meeting safety requirements, tests and reports, required for each of the unit price items.

## 1.2.1 Maintenance Dredging and Disposal (Bid Item 0002)

## 1.2.1.1 Payment

Payment for all plant, labor, equipment, surveying and incidentals associated with Required and Allowable Dredging and Disposal, will be made at the contract unit price for Bid Items No. 0002AA and 0002BB, Maintenance Dredging.

## 1.2.1.2 Unit of Measure

Unit of Measure: Cubic Yards (CY) See Specifications Section 02482 1.5.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION (Not Applicable)

-- End of Section --

## SECTION 01330

## SUBMITTAL PROCEDURES

## PART 1 GENERAL

## 1.1 SUBMITTAL IDENTIFICATION (SD)

Submittals required are identified by SD numbers and titles as follows:

## SD-01 Preconstruction Submittals

- Certificates of insurance.
- Surety bonds.
- List of proposed subcontractors.
- List of proposed products.
- Construction Progress Schedule.
- Submittal schedule.
- Schedule of values.
- Health and safety plan.
- Work plan.
- Quality control plan.
- Environmental protection plan.

## SD-02 Shop Drawings

Drawings, diagrams and schedules specifically prepared to illustrate some portion of the work.

Diagrams and instructions from a manufacturer or fabricator for use in producing the product and as aids to the contractor for integrating the product or system into the project.

Drawings prepared by or for the contractor to show how multiple systems and interdisciplinary work will be coordinated.

## SD-06 Test Reports

Report signed by authorized official of testing laboratory that a material, product or system identical to the material, product or system to be provided has been tested in accord with specified requirements. (Testing must have been within three years of date of contract award for the project.)

Report which includes findings of a test required to be performed by the contractor on an actual portion of the work or prototype prepared for the project before shipment to job site.

Report which includes finding of a test made at the job site or on sample taken from the job site, on portion of work during or after installation.

Investigation reports

Daily checklists

Final acceptance test and operational test procedure

## SD-10 Operation and Maintenance Data



Data intended to be incorporated in operations and maintenance manuals.

## 1.2 SUBMITTAL CLASSIFICATION

Submittals are classified as follows:

### 1.2.1 Government Approved

Government approval is required for extensions of design, critical materials, deviations, equipment whose compatibility with the entire system must be checked, and other items as designated by the Contracting Officer. Within the terms of the Contract Clause entitled "Specifications and Drawings for Construction," they are considered to be "shop drawings."

### 1.2.2 Information Only

All submittals not requiring Government approval will be for information only. They are not considered to be "shop drawings" within the terms of the Contract Clause referred to above.

## 1.3 APPROVED SUBMITTALS

The Contracting Officer's approval of submittals shall not be construed as a complete check, but will indicate only that the general method of construction, materials, detailing and other information are satisfactory. Approval will not relieve the Contractor of the responsibility for any error which may exist, as the Contractor under the Contractor Quality Control (CQC) requirements of this contract is responsible for dimensions, the design of adequate connections and details, and the satisfactory construction of all work. After submittals have been approved by the Contracting Officer, no resubmittal for the purpose of substituting materials or equipment will be considered unless accompanied by an explanation of why a substitution is necessary.

## 1.4 DISAPPROVED SUBMITTALS

The Contractor shall make all corrections required by the Contracting Officer and promptly furnish a corrected submittal in the form and number of copies specified for the initial submittal. If the Contractor considers any correction indicated on the submittals to constitute a change to the contract, a notice in accordance with the Contract Clause "Changes" shall be given promptly to the Contracting Officer.

## 1.5 WITHHOLDING OF PAYMENT

Payment for materials incorporated in the work will not be made if required approvals have not been obtained.

## 1.6 GENERAL

The Contractor shall make submittals as required by the specifications. The Contracting Officer may request submittals in addition to those specified when deemed necessary to adequately describe the work covered in the respective sections. Units of weights and measures used on all submittals shall be the same as those used in the contract drawings. Each submittal shall be complete and in sufficient detail to allow ready determination of compliance with contract requirements. Prior to submittal, all items shall be checked and approved by the Contractor's Quality Control (CQC) System Manager and each item shall be stamped,

signed, and dated by the CQC System Manager indicating action taken. Proposed deviations from the contract requirements shall be clearly identified. Submittals shall include items such as: Contractor's, manufacturer's, or fabricator's drawings; descriptive literature including (but not limited to) catalog cuts, diagrams, operating charts or curves; test reports; test cylinders; samples; O&M manuals (including parts list); certifications; warranties; and other such required submittals. Submittals requiring Government approval shall be scheduled and made prior to the acquisition of the material or equipment covered thereby. Samples remaining upon completion of the work shall be picked up and disposed of in accordance with manufacturer's Material Safety Data Sheets (MSDS) and in compliance with existing laws and regulations. Six (6) copies of each submittal shall be sent to the following address: US ARMY CORPS OF ENGINEERS, NORTHBROOK AREA OFFICE, 666 DUNDEE RD, SUITE 1605, NORTHBROOK, IL 60062.

#### 1.7 SUBMITTAL REGISTER

At the end of this section is a submittal one set of ENG FORM 4288 showing items of equipment and materials for which submittals are required by the specifications; this list may not be all inclusive and additional submittals may be required. The Contractor shall maintain a submittal register for the project.

#### 1.8 SCHEDULING

Submittals covering component items forming a system or items that are interrelated shall be scheduled to be coordinated and submitted concurrently. Certifications to be submitted with the pertinent drawings shall be so scheduled. Adequate time (a minimum of 30 calendar days exclusive of mailing time) shall be allowed and shown on the register for review and approval. No delay damages or time extensions will be allowed for time lost in late submittals.

#### 1.9 TRANSMITTAL FORM (ENG FORM 4025)

The sample transmittal form (ENG Form 4025) attached to this section shall be used for submitting both Government approved and information only submittals in accordance with the instructions on the reverse side of the form. These forms will be furnished to the Contractor. This form shall be properly completed by filling out all the heading blank spaces and identifying each item submitted. Special care shall be exercised to ensure proper listing of the specification paragraph and/or sheet number of the contract drawings pertinent to the data submitted for each item.

#### 1.10 SUBMITTAL PROCEDURES

Submittals shall be made as follows:

##### 1.10.1 Deviations

For submittals which include proposed deviations requested by the Contractor, the column "variation" of ENG Form 4025 shall be checked. The Contractor shall set forth in writing the reason for any deviations and annotate such deviations on the submittal. The Government reserves the right to rescind inadvertent approval of submittals containing unnoted deviations.

#### 1.11 CONTROL OF SUBMITTALS

The Contractor shall carefully control his procurement operations to ensure that each individual submittal is made on or before the Contractor scheduled submittal date shown on the approved "Submittal Register."

#### 1.12 GOVERNMENT APPROVED SUBMITTALS

Upon completion of review of submittals requiring Government approval, the submittals will be identified as having received approval by being so stamped and dated. 4 copies of the submittal will be retained by the Contracting Officer and 2 copies of the submittal will be returned to the Contractor.

#### 1.13 INFORMATION ONLY SUBMITTALS

Normally submittals for information only will not be returned. Approval of the Contracting Officer is not required on information only submittals. The Government reserves the right to require the Contractor to resubmit any item found not to comply with the contract. This does not relieve the Contractor from the obligation to furnish material conforming to the plans and specifications; will not prevent the Contracting Officer from requiring removal and replacement of nonconforming material incorporated in the work; and does not relieve the Contractor of the requirement to furnish samples for testing by the Government laboratory or for check testing by the Government in those instances where the technical specifications so prescribe.

#### 1.14 STAMPS

Stamps used by the Contractor on the submittal data to certify that the submittal meets contract requirements shall be similar to the following:

CONTRACTOR
(Firm Name)
_____ Approved
_____ Approved with corrections as noted on submittal data and/or attached sheets(s).
SIGNATURE: _____
TITLE: _____
DATE: _____

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION (Not Applicable)

-- End of Section --

CONTRACT NO.  
DACW27-02-B-0009

TITLE AND LOCATION  
WAUKEGAN DREDGING 2002

CONTRACTOR
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[illegible]

TRANSMITTAL OF SHOP DRAWINGS, EQUIPMENT DATA, MATERIAL SAMPLES, OR MANUFACTURER'S CERTIFICATES OF COMPLIANCE <i>(Read instructions on the reverse side prior to initiating this form)</i>					DATE		TRANSMITTAL NO.		
SECTION I - REQUEST FOR APPROVAL OF THE FOLLOWING ITEMS <i>(This section will be initiated by the contractor)</i>									
TO:			FROM:		CONTRACT NO.		CHECK ONE: <input type="checkbox"/> THIS IS A NEW TRANSMITTAL <input type="checkbox"/> THIS IS A RESUBMITTAL OF TRANSMITTAL _____		
SPECIFICATION SEC. NO. <i>(Cover only one section with each transmittal)</i>			PROJECT TITLE AND LOCATION				CHECK ONE: THIS TRANSMITTAL IS FOR FIO <input type="checkbox"/> GOV'T <input type="checkbox"/> APPROVAL		
ITEM NO.	DESCRIPTION OF ITEM SUBMITTED <i>(Type size, model number/etc.)</i>		MFG OR CONTR. CAT., CURVE DRAWING OR BROCHURE NO. <i>(See Instruction no. 8)</i>	NO. OF COPIES	CONTRACT REFERENCE DOCUMENT		FOR CONTRACTOR USE CODE	VARIATION <i>(See instruction no. 6)</i>	FOR CE USE CODE
a.	b.		c.	d.	e.	f.	g.	h.	i.
REMARKS					I certify that the above submitted items have been reviewed in detail and are correct and in strict conformance with the contract drawings and specifications except as other wise stated  <div>NAME AND SIGNATURE OF CONTRACTOR</div>				
SECTION II - APPROVAL ACTION									
ENCLOSURES RETURNED <i>(List by Item No.)</i>			NAME, TITLE AND SIGNATURE OF APPROVING AUTHORITY				DATE		

## Instructions

1. Section I will be initiated by the contractor in the required number of copies.
2. Each transmittal shall be numbered consecutively in the space provided for "Transmittal No.". This number, in addition to the contract number, will form a serial number for identifying each submittal. For new submittals or resubmittals mark the appropriate box; in resubmittals, insert transmittal number of last submission as well as the new submittal number.
3. The "Item No." will be the same "Item No." as indicated on ENG FORM 4288-R for each entry on this form.
5. Separate transmittal form will be used for submittals under separate section of the specifications.
6. a check shall be placed in the "Variation" column when a submittal is not in accordance with the plans and specifications—also, a written statement to that effect shall be included in the space provided for "Remarks.
7. Form is self-transmittal, letter of transmittal is not required.
8. When a sample of material or Manufacturer's Certificate of Compliance is transmitted, indicate "Sample" or "Certificate" in column c, Section I.
9. U.S. Army Corps of Engineers approving authority will assign action codes as indicated below in space provided in Section I column i to each item submitted. In addition they will ensure enclosures are indicated and attached to the form prior to return to the contractor. The Contractor will assign action codes as indicated below in Section I, column g. to each item submitted.

### THE FOLLOWING ACTION CODES ARE GIVEN TO ITEMS SUBMITTED

- A – Approved as submitted.
  - B – Approved, except as noted on drawings.
  - C – Approved, except as noted on drawings. Refer to attached sheet resubmission required.
  - D – Will be returned by separate correspondence.
  - E – Disapproved (See attached).
  - F – Receipt acknowledged.
  - FX – Receipt acknowledged, does not comply as noted with contract requirements.
  - G – Other (*Specify*)
10. Approval of items does not relieve the contractor from complying with all the requirements of the contract plans and specifications.

*(Reverse of ENG form 4025-R)*

## SECTION 01410

## ENVIRONMENTAL PROTECTION

## PART 1 GENERAL

## 1.1 SCOPE

This section covers prevention of environmental pollution and damage as the result of construction operations under this contract, and for those measures set forth in other Technical Provisions of these specifications. For the purpose of this specification, environmental pollution and damage is defined as the presence of chemical, physical, or biological elements or agents which adversely affect human health or welfare; unfavorably alter ecological balances of importance to human life; affect other species of importance to man; or degrade the utility of the environment for aesthetic, cultural and/or historical purposes. The control of environmental pollution and damage requires consideration of air, water, and land, and includes management of visual aesthetics, noise, solid waste, radiant energy and radioactive materials, as well as other pollutants.

## 1.2 ENVIRONMENTAL PROTECTION

The contractor shall comply with all requirements under the terms and conditions set out in the Section 401 Water Quality Certification, Clean Water Act. The Corps of Engineers has obtained the aforementioned certification from the Illinois Environmental Protection Agency (IEPA). The contractor shall ensure that dredging operation does not cause:

- a. Violation of applicable water quality standards of the Illinois Pollution Control board, Title 35, Subtitle C: Water Pollution Rules and Regulations;
- b. Water Pollution as defined and prohibited by the Illinois Environmental Protection Act.

## 1.3 PAYMENT

No separate payment or direct payment will be made for the cost of the work covered under this section, and such work will be considered as a subsidiary obligation of the Contractor.

## 1.4 SUBMITTALS

The Contractor shall submit an environmental protection plan in accordance with provisions as herein specified and Section 01330 "Submittal Procedures", for review and acceptance by the Contracting Officer.

SD-01 Preconstruction Submittals

ENVIRONMENTAL PROTECTION PLAN;G,ED

The contractor may not begin work on the project site until the Environmental Protection Plan has been approved by the Government. The plan shall also include but not be limited to the following:

- A. A list of Federal, State and local laws, regulations, and permits concerning environmental protection, pollution control and abatement that are applicable to the Contractor's proposed operations and the requirements



imposed by those laws, regulations and permits.

B. Methods for protection of features to be preserved within authorized work areas. The Contractor shall prepare a listing of methods to protect resources needing protection, i.e., trees, shrubs, vines, grasses and ground cover, landscape features, air and water quality, fish and wildlife, soil, historical, archaeological and cultural resources.

C. Procedures to be implemented to provide the required environmental protection and to comply with the applicable laws and regulations. The Contractor shall set out the procedures to be followed to correct pollution of the environment due to accident, natural causes or failure to follow the procedures set out in accordance with the environmental protection plan.

D. For debris disposal, the Contractor shall provide the permit or license number for the approved disposal site and all waste transporters to be used for the project. The approved debris disposal site must be in compliance with RCRA and all other applicable environmental laws and regulations.

E. For solid waste disposal, the Contractor shall provide appropriate disposal containers and shall arrange for periodic pick-up and disposal by a licensed hauler. The Contractor shall provide a schedule for solid waste disposal in the Environmental Protection Plan.

F. Drawings showing locations of any proposed temporary excavations or embankments for haul roads, stream crossings, material storage areas, structures, sanitary facilities, and stockpiles of excess or spoil materials.

G. Environmental monitoring plans for the job site, including land, water, air, and noise monitoring.

H. Work site and access roads traffic control plan will be prepared by the contractor and submitted for approval to the Contracting Officer prior to construction.

I. The plan shall include an erosion control plan.

J. Work area plan showing the proposed activity in each portion of the area and identifying the areas of limited use or non-use. Plan should include measures for marking the limits of use areas.

#### 1.5 SUBCONTRACTORS

Assurance of compliance with this section by subcontractors will be the responsibility of the Contractor.

#### 1.6 NOTIFICATION

The Contracting Officer will notify the Contractor in writing of any observed noncompliance with the aforementioned Federal, State or local laws or regulations, permits and other elements of the Contractor's environmental protection plan. The Contractor shall, after receipt of such notice, inform the Contracting Officer of proposed corrective action and take such action as may be approved. If the Contractor fails to comply promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No time extensions shall be granted or costs or damages allowed to the Contractor for any such suspension. The Contractor shall report to the COR any

significant release of chemical material, waste, or fuel that may adversely affect the environment. Accidental release of material above regulatory limits shall be reported to the proper governing agencies.

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION

3.1 PROTECTION OF ENVIRONMENTAL RESOURCES

The environmental resources within the project boundaries and those affected outside the limits of permanent work under this contract shall be protected during the entire period of this contract. The Contractor shall confine his activities to areas defined by the drawings and specifications.

Environmental protection shall be as stated in the following subparagraphs.

3.1.1 Protection of Land Resources.

Prior to the beginning of any construction, the Contractor shall identify all land resources to be preserved within the Contractor's work area. The Contractor shall not remove, cut, deface, injure, or destroy land resources including trees, shrubs, vines, grasses, top soil, and land forms without special permission from the Contracting Officer. No ropes, cables, or guys shall be fastened to or attached to any trees for anchorage unless specifically authorized. Where such special emergency use is permitted, the Contractor shall provide effective protection for land and vegetation resources at all times as defined in the following subparagraphs.

3.1.1.1 Work Area Limits.

Prior to any construction the Contractor shall mark the areas that are not required to accomplish all work to be performed under this contract. Isolated areas within the general work area that are to be saved and protected shall also be marked or fenced. Where construction operations are to be conducted during darkness, the markers shall be visible. The Contractor shall convey to his personnel the purpose of marking and/or protection of all necessary objects.

3.1.1.2 Protection of Landscape.

Trees, shrubs, vines, grasses, land-forms and other landscape features indicated and defined on the drawings to be preserved shall be clearly identified by marking, fencing, or wrapping with boards, or any other approved techniques.

3.1.1.3 Reduction of Exposure of Unprotected Erodible Soils.

Earthwork brought to final grade shall be finished as indicated and specified. Side slopes and back slopes shall be protected as soon as practicable upon completion of rough grading. All earthwork shall be planned and conducted to minimize the duration of exposure of unprotected soils.

3.1.1.4 Temporary Protection of Disturbed Areas.

Such methods as necessary shall be utilized to effectively prevent erosion and control sedimentation, including but not limited to the following:

- a. Retardation and Control of Runoff. Runoff from the construction

site shall be controlled by construction of diversion ditches, benches, and berms to retard and divert runoff to protected drainage courses, and any measures required by area-wide plans approved under paragraph 208 of the Clean Water Act.

b. Sediment Basins. Sediment from construction areas shall be trapped in temporary or permanent sediment basin(s) if deemed necessary. The basins shall accommodate the runoff of a local design year storm. After each storm the basins shall be pumped dry and accumulated sediment shall be removed as necessary to maintain basin effectiveness. Overflow shall be controlled by paved weir or by vertical overflow pipe, draining from the surface. The collected topsoil shall be reused for topsoil on the construction site. The Contractor shall institute effluent quality monitoring programs as required by state and local environmental agencies.

#### 3.1.1.5 Erosion and Sedimentation Control Devices.

The Contractor shall construct or install all temporary and permanent erosion and sedimentation control features that are indicated and approved in the soil erosion control provisions of the Contractor's Environmental Protection Plan. Temporary erosion and sediment control measures such as berms, dikes, drains, silt fences, sedimentation basins, grassing and mulching shall be maintained until permanent drainage and erosion control facilities are completed and operative. All construction areas shall be seeded as soon as possible following construction. The Indiana Handbook for Erosion Control, Standards and Specifications for Soil Erosion and Sedimentation Control manual contains acceptable measures.

#### 3.1.1.6 Protection against erosion and sedimentation.

Temporary Excavations and Embankments for plant and/or work areas shall be controlled to protect adjacent areas from erosion and sedimentation.

#### 3.1.1.7 Disposal of Solid and Demolition Wastes.

Solid wastes (excluding clearing debris) shall be placed in containers which are emptied on a regular schedule. All handling and disposal shall be conducted to prevent contamination of Government Property. The Contractor shall transport all solid waste off Government property and dispose of it in compliance with Federal, State, and Local regulations at the approved disposal site.

#### 3.1.1.8 Disposal of Chemical Waste.

Chemical waste shall be stored in corrosion resistant containers, removed from the work area and disposed of in accordance with Federal, State and Local regulations.

#### 3.1.1.9 Disposal of Discarded Materials.

Discarded materials other than those that can be included in the solid waste category will be handled as directed by the Contracting Officer.

#### 3.1.2 Preservation and Recovery of Historical, Archaeological and Cultural Resources.

Existing historical, archaeological and cultural resources within the Contractor's work area will be so designated by the Contracting Officer and precautions taken to preserve all such resources as they existed at the time they were pointed out to the Contractor. The Contractor shall install

all protection for these resources so designated on the drawings and shall be responsible for their preservation during this contract. If during construction activities the Contractor observes unusual items that might have historical or archaeological value, such observations shall be reported as soon as practicable to the Contracting Officer.

### 3.1.3 Protection of Water Resources.

The Contractor shall keep construction activities under surveillance, management and control to avoid pollution of surface and ground waters. Special management techniques as set out below shall be implemented to control water pollution by the listed construction activities that are included in this contract.

#### 3.1.3.1 Monitoring of Water Areas Affected by Construction Activities.

The Contractor shall monitor all water areas affected by construction activities. The Contractor shall also have absorbents on board the vessel as a countermeasure for spills. The absorbents shall include oil specific absorbents on the water and normal liquid absorbents for spills on the ship.

### 3.1.4 Protection of Fish and Wildlife Resources.

The Contractor shall keep construction activities under surveillance, management and control to minimize interference with, disturbance to and damage of fish and wildlife.

### 3.1.5 Protection of Air Resources.

The Contractor shall keep construction activities under surveillance, management and control to minimize pollution of air resources. All activities, equipment, processes, and work operated or performed by the Contractor in accomplishing the specified construction shall be in strict accordance with the State of Indiana and all Federal emission and performance laws and standards. Ambient Air Quality Standards set by the Environmental Protection Agency shall be maintained for these construction operations and activities specified in this section. Special management techniques as set out below shall be implemented to control air pollution by the construction activities that are included in the contract.

#### 3.1.5.1 Particulates.

Dust particles, aerosols, and gaseous byproducts from all construction activities, processing and preparation of materials, such as from asphaltic batch plants, shall be controlled at all times, including weekends, holidays and hours when work is not in progress. The Contractor shall maintain all excavations, stockpiles, haul roads, permanent and temporary access roads, plant sites, spoil areas, borrow areas, and all other work areas within or outside the project boundaries free from particulates which would cause the air pollution standards mentioned in paragraph 3.1.5 above to be exceeded or which would cause a hazard or a nuisance. Sprinkling, baghouse, scrubbers, electrostatic precipitators or other methods will be permitted to control particulates in the work area. Sprinkling, to be efficient, must be repeated at such intervals as to keep the disturbed area damp at all times. The Contractor must have sufficient competent equipment available to accomplish this task. Particulate control shall be performed as the work proceeds and whenever a particulate nuisance or hazard occurs.

#### 3.1.5.2 Hydrocarbons and Carbon Monoxide.

Hydrocarbons and carbon monoxide emissions from equipment shall be controlled to Federal and State allowable limits at all times.

#### 3.1.5.3 Odors.

Odors shall be controlled at all times for all construction activities, processing and preparation of materials.

#### 3.1.5.4 Monitoring of air quality shall be the responsibility of the Contractor.

The Contractor shall monitor all air areas affected by the construction activities.

#### 3.1.6 Protection of Sound Intrusions.

The Contractor shall keep construction activities under surveillance and control to minimize damage to the environment by noise. The Contractor shall use methods and devices to control noise emitted by equipment.

### 3.2 POST CONSTRUCTION CLEAN UP

The Contractor shall clean up the area(s) used for construction. This shall involve the removal of all temporary facilities such as, but not limited to, haul roads, work areas, structures, stock piles of excess waste materials, or any other vestiges of construction within the work, access, or storage areas.

### 3.3 RESTORATION OF LANDSCAPE DAMAGE

The Contractor shall restore all landscape features damaged or destroyed during construction operations outside the limits of the approved work areas. Such restoration shall be in accordance with the plan submitted for approval by the Contracting Officer. This work will be accomplished at the Contractor's expense.

### 3.4 MAINTENANCE OF POLLUTION CONTROL FACILITIES

The Contractor shall maintain all constructed facilities and portable pollution control devices for the duration of the contract or for that length of time construction activities create the particular pollutant.

### 3.5 TRAINING OF CONTRACTOR PERSONNEL IN POLLUTION CONTROL

The Contractor shall train his personnel in all phases of environmental protection. The training shall include methods of detecting and avoiding pollution, familiarization with pollution standards, both statutory and contractual, and installation and care of facilities (vegetative covers, and instruments required for monitoring purposes) to ensure adequate and continuous environmental pollution control.

### 3.6 QUALITY CONTROL

The Contractor shall establish and maintain quality control for environmental protection of all items set forth herein. The Contractor shall record on daily reports any problems in complying with laws, regulations, ordinances, and corrective action taken in accordance with Section 01451 "CONTRACTOR QUALITY CONTROL".

-- End of Section --

## SECTION 01451

## CONTRACTOR QUALITY CONTROL

## PART 1 GENERAL

## 1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

## AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM D 3740	(1988) Evaluation of Agencies Engaged in the Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction
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## 1.2 MEASUREMENT AND PAYMENT

Separate or direct payment will not be made for providing and maintaining an effective quality control program, and all costs associated therewith shall be included in the applicable unit prices or lump sum prices contained in the Bidding Schedule.

## PART 2 PRODUCTS (Not Applicable)

## PART 3 EXECUTION

## 3.1 GENERAL

The Contractor is responsible for quality control and shall establish and maintain an effective quality control system in compliance with the Contract Clause entitled "Inspection of Construction." The quality control system shall consist of plans, procedures, and organization necessary to produce an end product that complies with the contract requirements. The system shall cover all construction operations, both on-site and off-site, and shall be keyed to the proposed construction sequence.

## 3.2 QUALITY CONTROL PLAN

## 3.2.1 General

The Contractor shall furnish for review by the Government, not later than fifteen (15) days after receipt of notice to proceed, the Contractor Quality Control (CQC) Plan proposed to implement the requirements of the Contract Clause entitled "Inspection of Construction." The plan shall identify personnel, procedures, control, instructions, test, records, and forms to be used. The Government will consider an interim plan for the first fifteen-(15) days of operation. Construction will be permitted to begin only after acceptance of the CQC Plan or acceptance of an interim plan applicable to the particular feature of work to be started. Work outside of the features of work included in an accepted interim plan will not be permitted to begin until acceptance of a CQC Plan or another interim plan containing the additional features of work to be started.

### 3.2.2 Content of the CQC Plan

The CQC plan shall include, as a minimum, the following to cover all construction operations, both on-site and off-site, including work by subcontractors, fabricators, suppliers and purchasing agents:

- a. A description of the quality control organization, including a chart showing lines of authority and acknowledgment that the CQC staff shall implement the three phase control system for all aspects of the work specified. The staff shall include a CQC system manager who shall report to the project manager or someone higher in the Contractor's organization. Project manager in this context shall mean the individual with responsibility for the overall management of the project including quality and production.
- b. The name, qualifications (in resume format), duties, responsibilities, and authorities of each person assigned a CQC function.
- c. A copy of the letter to the CQC System Manager signed by an authorized official of the firm which describes the responsibilities and delegates sufficient authorities to adequately perform the functions of the CQC System Manager including authority to stop work which is not in compliance with the contract. The CQC System Manager shall issue letters of direction to all other various quality control representatives outlining duties, authorities and responsibilities. Copies of these letters will also be furnished to the Contracting Officer in the Quality Control Plan.
- d. Procedures for scheduling, reviewing, certifying, and managing submittals, including those of subcontractors, off-site fabricators, suppliers and purchasing agents. These procedures shall be in accordance with Section 01330, SUBMITTAL PROCEDURES.
- e. Control, verification and acceptance testing procedures for each specific test to include the test name, specification paragraph requiring test, feature of work to be tested, test frequency, and person responsible for each test. The Contracting Officer will approve laboratory facilities in accordance with paragraph 3.7, TESTS.
- f. Procedures for tracking preparatory, initial, and follow-up control phases and control, verification, and acceptance tests including documentation.
- g. Procedures for tracking construction deficiencies from identification through acceptable corrective action. These procedures will establish verification that identified deficiencies have been corrected.
- h. Reporting procedures, including proposed reporting formats.
- i. A list of the definable features of work. A definable feature of work is a task that is separate and distinct from other tasks and has separate control requirements. Different trades or disciplines could identify it, or it could be work by the same trade in a different environment. Although each section of the specifications may generally be considered as a definable feature of work, there is frequently more than one definable feature under a particular section. This list will be agreed upon during the coordination meeting.

### 3.2.3 Acceptance of Plan



Acceptance of the Contractor's plan is required prior to the start of construction. Acceptance is conditional and will be predicated on satisfactory performance during the construction. The Government reserves the right to require the Contractor to make changes in his CQC plan and operations including removal of personnel, as necessary, to obtain the quality specified.

#### 3.2.4 Notification of Changes

After acceptance of the CQC plan, the Contractor shall notify the Contracting Officer in writing a minimum of seven calendar days prior to any proposed change. Proposed changes are subject to acceptance by the Contracting Officer.

#### 3.3 COORDINATION MEETING

After the Pre-construction Conference, before start of construction, and prior to acceptance by the Government of the Quality Control Plan, the Contractor shall meet with the Contracting Officer and discuss the Contractor's quality control system. During the meeting, a mutual understanding of the system details shall be developed, including the forms for recording the CQC operations, control activities, testing, administration of the system for both on-site and off-site work, and the interrelationship of Contractor's Management and control with the Government's Quality Assurance. Minutes of the meeting shall be prepared by the Contracting Officer and signed by both the Contractor and the Contracting Officer. The minutes shall become a part of the contract file. There may be occasions when subsequent conferences will be called by either party to reconfirm mutual understandings and/or address deficiencies in the CQC system or procedures which may require corrective action by the Contractor.

#### 3.4 QUALITY CONTROL ORGANIZATION

##### 3.4.1 CQC System Manager

The Contractor shall identify an individual within his organization at the site of the work who shall be responsible for overall management of CQC and have the authority to act in all CQC matters for the Contractor. This CQC System Manager shall be on the site at all times during construction and will be employed by the Contractor, except as noted in the following. An alternate for the CQC System Manager will be identified in the plan to serve in the event of the system manager's absence. Period of absence may not exceed two (2) weeks at any one time, and not more than thirty (30) workdays during a calendar year without designating a new CQC manager. The requirements for the alternate will be the same as for the designated CQC manager.

##### 3.4.2 CQC Organizational Staffing

The Contractor shall provide a CQC staff that shall be at the site of work at all times during progress, with complete authority to take any action necessary to ensure compliance with the contract.

##### 3.4.2.1 CQC Staff

Following are the minimum requirements for the CQC staff. These minimum requirements will not necessarily assure an adequate staff to meet the CQC requirements at all times during construction. The actual strength of the

CQC staff may vary during any specific work period to cover the needs of the work period. When necessary for a proper CQC organization, the Contractor will add additional staff at no cost to the Government. This listing of minimum staff in no way relieves the Contractor of meeting the basic requirements of quality construction in accordance with contract requirements. All CQC staff members shall be subject to acceptance by the Contracting Officer.

#### 3.4.2.2 CQC System Manager

The CQC system manager shall be an experienced construction person with a minimum of three (3) years experience in related work. The CQC system manager shall be assigned as system manager and shall have no other duties in addition to quality control.

#### 3.4.2.3 Supplemental Personnel

A staff shall be maintained under the direction of the CQC system manager to perform all QC activities. The staff must be of sufficient size to ensure adequate QC coverage of all work phases, work shifts, and work crews involved in the construction. These personnel may perform other duties, but must be fully qualified by experience and technical training to perform their assigned QC responsibilities and must be allowed sufficient time to carry out these responsibilities. The QC plan will clearly state the duties and responsibilities of each staff member.

#### 3.4.3 Organizational Changes

The Contractor shall obtain Contracting Officer's acceptance before replacing any member of the CQC staff. Requests shall include the names, qualifications, duties, and responsibilities of each proposed replacement.

#### 3.4.4 Construction Quality Management for Contractors.

The CQC system manager is required to have a current certificate of completion for the Corps of Engineers course, "Construction Quality Management for Contractors". If the CQC manager does not have a current training certificate, then he/she will be required to obtain the training within 60 days of the contract "Notice to Proceed". The training will take about 16 hours to complete. This course will be offered at the U.S. Army Corps of Engineers, Chicago District Office, 111 N. Canal Street, Suite 600, Chicago, Illinois. It is the Contractor's responsibility to arrange a time with the Construction/Operation Division for the training. Point of contact for arranging this training will be Leon Turner at (312)353-6400 X4006 or Dick Albert at (312)353-6400 X4004.

#### 3.5 SUBMITTALS

Submittals shall be as specified in Section 01330 SUBMITTAL PROCEDURES. The CQC organization shall be responsible for certifying that all submittals are in compliance with the contract requirements.

#### 3.6 CONTROL

Contractor Quality Control is the means by which the Contractor ensures that the construction, to include that of subcontractors and suppliers, complies with the requirements of the contract. The controls shall be adequate to cover all construction operations, including both on-site and off-site fabrication, and will be keyed to the proposed construction

sequence. The controls shall include at least three phases of control to be conducted by the CQC system manager for all definable features of work, as follows:

### 3.6.1 Preparatory Phase

This phase shall be performed prior to beginning work on each definable feature of work and shall include:

- a. A review of each paragraph of applicable specifications.
- b. A review of the contract plans.
- c. A check to assure that all materials and/or equipment have been tested, submitted, and approved.
- d. A check to assure that provisions have been made to provide required control inspection and testing.
- e. Examination of the work area to assure that all required preliminary work has been completed and is in compliance with the contract.
- f. A physical examination of required materials, equipment, and sample work to assure that they are on hand, conform to approved shop drawing or submitted data, and are properly stored.
- g. A review of the appropriate activity hazard analysis to assure safety requirements are met.
- h. Discussion of procedures for constructing the work including repetitive deficiencies. Document construction tolerances and workmanship standards for that phase of work.
- i. A check to ensure that the portion of the plan for the work to be performed has been accepted by the Contracting Officer.
- j. The Government shall be notified at least forty-eight (48) hours in advance of beginning any of the required action of the preparatory phase. This phase shall include a meeting conducted by the CQC system manager and attended by the superintendent, other CQC personnel (as applicable), and the foreman responsible for the definable feature. The results of the preparatory phase actions shall be documented by separate minutes prepared by the CQC system manager and attached to the daily QC report. The Contractor shall complete the attached Preparatory Phase Checklist. The Contractor shall instruct applicable workers as to the acceptable level of workmanship required in order to meet contract specifications.

### 3.6.2 Initial Phase

This phase shall be accomplished at the beginning of a definable feature of work. The following shall be accomplished:

- a. A check of completed work to ensure that it is in compliance with contract requirements. Review minutes of the preparatory meeting.
- b. Verification of full contract compliance. Verify required control inspection and testing.
- c. Establish level of workmanship and verify that it meets minimum

acceptable workmanship standards. Compare with sample panels if appropriate.

d. Resolve all differences.

e. Check safety to include compliance with and upgrading of the safety plan and activity hazard analysis. Review the activity analysis with each worker.

f. The Government shall be notified at least twenty-four (24) hours in advance of conducting the initial phase. Separate minutes of this phase shall be prepared by the CQC system manager and attached to the daily QC report. The Contractor shall complete the attached Initial Phase Checklist. Exact location of initial phase shall be indicated for future reference and comparison with follow-up phases.

g. The initial phase should be repeated for each new crew to work on-site, or any time acceptable specified quality standards are not being met.

### 3.6.3 Follow-up Phase

Daily checks shall be performed to assure continuing compliance with contract requirements, including control testing, until completion of the particular feature of work. The checks shall be made a matter of record in the CQC documentation. Final follow-up checks shall be conducted and all deficiencies corrected prior to the start of additional features of work that may be affected by the deficient work. The Contractor shall not build upon or conceal non-conforming work.

### 3.6.4 Additional Preparatory and Initial Phases

Additional preparatory and initial phases may be conducted on the same definable features of work as determined by the Contracting Officer if the quality of on-going work is unacceptable; or if there are changes in the applicable QC staff or in the on-site production supervision or work crew; or if work on a definable feature is resumed after a substantial period of inactivity, or if other problems develop.

## 3.7 TESTS

### 3.7.1 Testing Procedure

The Contractor shall perform tests specified or required to verify that control measures are adequate to provide a product that conforms to contract requirements. Testing includes operation and/or acceptance tests when specified. The Contractor shall procure the services of a Corps of Engineers approved testing laboratory or establish an approved testing laboratory at the project site. A list of tests to be performed shall be furnished as a part of the CQC plan. The list shall give the test name, frequency, specification paragraph containing the test requirements, the personnel and laboratory responsible for each type of test, and an estimate of the number of tests required. The Contractor shall perform the following activities and record and provide the following data:

a. Verify that testing procedures comply with contract requirements.

b. Verify that facilities and testing equipment are available and comply with testing standards.

- c. Check test instrument calibration data against certified standards.
- d. Verify that recording forms and test identification control number system, including all of the test documentation requirements, have been prepared.
- e. Results of all tests taken, both passing and failing tests, will be recorded on the Quality Control report for the date taken. Specification paragraph reference, location where tests were taken, and the sequential control number identifying the test will be given. Actual test reports may be submitted later, if approved by the Contracting Officer, with a reference to the test number and date taken. An information copy of tests performed by an off-site or commercial test facility will be provided directly to the Contracting Officer. Failure to submit timely test reports, as stated, may result in nonpayment for related work performed and disapproval of the test facility for this contract.

### 3.7.2 Testing Laboratories

#### 3.7.2.1 Capability Check

The Government reserves the right to check laboratory equipment in the proposed laboratory for compliance with the standards set forth in the contract specifications and to check the laboratory technician's testing procedures and techniques. Laboratories utilized for testing rock shall meet criteria detailed in ASTM D 3740.

#### 3.7.2.2 Capability Recheck

If the selected laboratory fails the capability check, the Contractor will be assessed a charge of \$2,000.00 to reimburse the Government for each succeeding recheck of the laboratory or the checking of a subsequently selected laboratory. Such costs will be deducted from the contract amount due the Contractor.

#### 3.7.3 On-Site Laboratory

The Government reserves the right to utilize the Contractor's control testing laboratory and equipment to make assurance tests and to check the Contractor's testing procedures, techniques, and test results at no additional cost to the Government.

#### 3.7.4 Furnishing or Transportation of Samples for Testing

Costs incidental to the transportation of samples or materials will be borne by the Contractor. Samples of materials for test verification and acceptance testing by the Government shall be delivered to the Contracting Officer, unless otherwise specified or directed.

### 3.8 COMPLETION INSPECTION

At the completion of all work or any increment thereof established by a completion time stated in the Special Clause entitled "Commencement, Prosecution, and Completion of Work," or stated elsewhere in the specifications, the CQC system manager shall conduct an inspection of the work and develop a "punch list" of items which do not conform to the approved plans and specifications. Such a list of deficiencies shall be included in the CQC documentation, as required by paragraph, DOCUMENTATION below, and shall include the estimated date by which the deficiencies will

be corrected. The CQC system manager or staff shall make a second inspection to ascertain that all deficiencies have been corrected and so notify the Government. These inspections and any deficiency corrections required by this paragraph will be accomplished within the time stated for completion of the entire work or any particular increment thereof if the project is divided into increments by separate completion dates.

### 3.9 DOCUMENTATION

The Contractor shall maintain current records of quality control operations, activities, and tests performed, including the work of subcontractors and suppliers. These records shall be on an acceptable form and shall include factual evidence that required quality control activities and/or tests have been performed, including but not limited to the following:

- a. Contractor/subcontractor and their area of responsibility.
- b. Operating plant/equipment with hours worked, idle, or down for repair.
- c. Work performed to date, giving location, description, and by whom. When Network Analysis (NAS) is used, identify each phase of work performed each day by NAS activity number.
- d. Test and/or control activities performed with results and references to specifications/plan requirements. The control phase should be identified (Preparatory, Initial, Follow-up). List deficiencies noted along with corrective action.
- e. Material received with statement as to its acceptability and storage.
- f. Identify submittals reviewed, with contract reference, by whom, and action taken.
- g. Off-site surveillance activities, including actions taken.
- h. Job safety evaluations stating what was checked, results, and instructions or corrective actions.
- i. List instructions given/received and conflicts in plans and/or specifications.
- j. Contractor's verification statement.
- k. As-built contract drawings consisting of one (1) full size set of contract drawings marked in red to depict all conditions differing from the original plans.
- l. Shop drawings consisting of three (3) complete sets of prints as finally approved.
- m. These records shall indicate a description of trades working on the project; the number of personnel working; weather conditions encountered; and any delays encountered. These records shall cover both conforming and deficient features and shall include a statement that equipment and materials incorporated in the work and workmanship comply with the contract. The original and one copy of these records in report form shall be furnished to the Government daily within twenty-four (24) hours after the date(s) covered by the report, except that reports need not be

submitted for days on which no work is performed unless no work was performed as a result of adverse weather. As a minimum, one report shall be prepared and submitted for every seven days of no work and on the last day of a no work period. All calendar days shall be accounted for throughout the life of the contract. The first report following a day of no work shall be for that day only. Reports shall be signed and dated by the CQC system manager. The report from the CQC system manager shall include copies of test reports and copies of reports prepared by all subordinate quality control personnel.

### 3.10 SAMPLE FORMS

These records shall be recorded on the contractor's usual progress report forms or the forms illustrated in Attachments 1 through 3, attached hereto.

### 3.11 NOTIFICATION OF NONCOMPLIANCE

The Contracting Officer will notify the Contractor of any detected noncompliance with the foregoing requirements. The Contractor shall, after receipt of such notice, immediately take corrective action. Such notice, when delivered to the Contractor at the site of the work, shall be deemed sufficient for the purpose of notification. If the Contractor fails or refuses to comply promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to such stop orders shall be made the subject of claim for extension of time or for excess costs or damages by the Contractor.

-- End of Section --

**DAILY CONSTRUCTION QUALITY CONTROL MANAGEMENT REPORTS**

DATE \_\_\_\_\_ REPORT NO. \_\_\_\_\_

CONTRACTOR \_\_\_\_\_ CONTRACT NUMBER \_\_\_\_\_

PROJECT NAME \_\_\_\_\_ LOCATION \_\_\_\_\_

WEATHER: TYPE \_\_\_ TEMP.MAX \_\_\_ MIN \_\_\_ RAIN FALL \_\_\_ GAGE READING \_\_\_

EMPLOYEES: SUPV \_\_\_ SKILLED \_\_\_ LABORERS \_\_\_ LENGTH OF SHIFT \_\_\_ HR \_\_\_

NAME (PRIME OR SUBCONTRACTOR) AND AREA OF RESPONSIBILITY  
WORK RESPONSIBILITY:

- a.
- b.
- c.
- d.
- e.

WORK PERFORMED TODAY: LOCATION, DESCRIPTION, QUANTITY AND RESPONSIBILITY BY  
LETTER REFERENCE (Relate to item on the Progress Chart or CPM)

---

INSPECTION: (Description of Inspection and Location. Include off-site  
Materials and Equipment Inspection)

- a. PREPARATORY PHASE:
- b. INITIAL PHASE:
- c. FOLLOW-UP PHASE:

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RESULTS OF INSPECTION (Include Findings, Deficiencies Observed and  
Corrective Action)



**DAILY CONSTRUCTION QUALITY CONTROL MANAGEMENT REPORT (CONTINUED)**

TEST PERFORMED: Type, Location, Results Including Failure & Remedial Action  
(Attach copy of test report or notation when it will be furnished)

WORK ITEMS BEHIND SCHEDULE: Reason, Effect on Progress Schedule and Action  
Taken.

JOB SAFETY: (Report conditions, Deficiencies, Corrective Action & Results)

REMARKS: List Attachment and Other Management Actions Taken To Assure  
Quality Construction.

IF INSPECTION & RESULTS ARE NOT LISTED THEN IT IS ASSUMED THAT QUALITY  
CONTROL IS NOT BEING IMPLEMENTED.

The above report is complete and correct and all material, equipment, work  
performed, and tests conducted are in strict compliance with the terms of the  
contract except as noted.

\_\_\_\_\_  
CONTRACTOR'S APPROVED REPRESENTATIVE SIGNATURE

ATTACHMENT 1  
PAGE 2 OF 2

**PREPARATORY PHASE CHECKLIST**

Contract No. \_\_\_\_\_ Date Preparatory Held: \_\_\_\_\_  
Title: \_\_\_\_\_ Spec Section \_\_\_\_\_  
Drawing No. (a): \_\_\_\_\_

Definable Feature of Work: \_\_\_\_\_

**A. PERSONNEL PRESENT**

	NAME	POSITION	COMPANY
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____
6.	_____	_____	_____
7.	_____	_____	_____
8.	_____	_____	_____

(List additional personnel on reverse side)

**B. DRAWINGS AND SPECS:**

I. Has each spec paragraph, contract drawing, and shop drawing been studied: YES \_\_\_\_\_ NO \_\_\_\_\_

II. Do all parties have up-to-date drawings and specifications: YES \_\_\_\_\_ NO \_\_\_\_\_

**C. SHOP DRAWINGS INVOLVED:**

	Transmittal Description	Trans. #	Action Code
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____

ATTACHMENT 2  
PAGE 1 OF 3

## D. MATERIALS:

I. Are all materials on hand? YES\_\_\_ NO\_\_\_

II. Have all materials been checked for contract compliance against approved shop drawings: YES\_\_\_ NO\_\_\_

III. Items not on hand or not in accordance with transmittals (If not on hand, check during initial phase)

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

## E. Test required in accordance with contract requirements:

Test/Paragraph

Frequency

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

5. \_\_\_\_\_

F. ACCIDENT PREVENTION: Has Hazard Analysis been completed?  
YES\_\_\_ NO\_\_\_ If yes, attach a copy, if no, explain:

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G. EQUIPMENT REQUIRING OPERATIONAL CHECK:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

H. WORKMANSHIP: Have procedures for accomplishing work been reviewed with the Contractor Quality Control Representative and other appropriate people?  
YES\_\_\_\_ NO\_\_\_\_

I. PREVIOUS WORK: Has all preliminary work been accomplished in accordance with contract requirements and is this feature of work ready to start?  
YES\_\_\_\_ NO\_\_\_\_

Explain any problems: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

J. OTHER COMMENTS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
CONTRACTOR QUALITY CONTROL REPRESENTATIVE

\_\_\_\_\_  
GOVERNMENT QUALITY ASSURANCE REPRESENTATIVE

**INITIAL INSPECTION CHECKLIST**

CONTRACT: \_\_\_\_\_ DATE: \_\_\_\_\_

Description and Location of Work Inspected: \_\_\_\_\_  
\_\_\_\_\_

Spec. Sec. \_\_\_\_\_

REFERENCE CONTRACT DRAWINGS: \_\_\_\_\_

## A. PERSONNEL PRESENT:

	NAME	POSITION	COMPANY
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____
6.	_____	_____	_____
7.	_____	_____	_____
8.	_____	_____	_____
9.	_____	_____	_____

B. Materials being used are in strict compliance with the contract plans  
and specifications: YES\_\_\_\_ NO\_\_\_\_If Not, explain \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ATTACHMENT 3  
PAGE 1 OF 2

C. PROCEDURE AND/OR WORK METHODS WITNESSED ARE IN STRICT COMPLIANCE WITH THE REQUIREMENTS OF THE CONTRACT SPECIFICATIONS: YES\_\_\_\_ NO\_\_\_\_

If not, explain: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

D. WORKMANSHIP IS ACCEPTABLE: YES\_\_\_\_ NO\_\_\_\_ STATE AREAS WHERE IMPROVEMENT IS NEEDED: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

E. SAFETY VIOLATIONS AND CORRECTIVE ACTION TAKEN: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
CONTRACTOR QUALITY CONTROL REPRESENTATIVE

## SECTION 01580

## PROJECT SIGN AND SAFETY SIGN

## PART 1 GENERAL

## 1.1 SCOPE

The work covered by this Section consists of providing the fabrication, erection and maintenance of one project sign and one safety sign. The items furnished in accordance with this Section shall be furnished within 10 days after Notice to Proceed and shall be maintained in good condition throughout the construction period. All items will remain the property of the Contractor and shall be removed at the end of the contract.

## 1.2 APPLICABLE PUBLICATIONS

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

## U.S. ARMY CORPS OF ENGINEERS (USACE)

EP 310-1-6-80	Graphic Standards Manual
EP 310-6a-85	Sign Standards Manual
EP 310-6b-85	Sign Standards Manual
EM-385-1-1	Safety and Health Requirements Manual, Sections 4, 11

## 1.3 SUBMITTALS - NOT USED

## 1.4 MEASUREMENT AND PAYMENT

## 1.4.1 MEASUREMENT - NOT USED

## 1.4.2 PAYMENT.

No separate or direct payment will be made for the items listed in this Section, and such work will be considered as a subsidiary obligation of the Contractor.

## PART 2 PRODUCTS

## 2.1 PROJECT IDENTIFICATION SIGN

One (1) project sign constructed in accordance with Plate 01580-1, and applicable publications listed in paragraph 1.2 shall be provided at the location coordinated with the COR.

## 2.1.1 Painted Surfaces

All surfaces shall be painted with one exterior prime coat and two finish coats of white semigloss paint. Before painting, the surfaces shall be clean, dry, and free from grease. At the end of 12 months of exposure or at such earlier times as required to maintain a satisfactory appearance,

the project sign shall be repainted.

#### 2.1.2 Sign Layout

The 4'X 6' sign panel shall conform to the following guidelines. The 2'X 4' section of the sign, which will contain the Corps Mark and Signature, is to be screen printed Communication Red upon the white background. The 4'X 4' section of the panel will remain white.

##### 2.1.2.1 Corps Logo

The standard Corps logo, which includes the six (6) inch castle and the signature, must be the reverse version configuration of the Corps Mark and Signature, meaning that the Corps castle is white on Communication Red background, with two white lines around it, and the Signature is white on the Communication Red background.

##### 2.1.2.2 Legend Group 1

Legend group 1, which is located highest on the 2'X 4' section, is a description of the Corps relationship to the project. One and one quarter (1-1/4) inch white Helvetica Regular typeface shall be used and the maximum length of each line shall not exceed nineteen (19) inches.

##### 2.1.2.3 Legend Group 2

Legend group 2, which is also in the 2'X 4' section, is the USACE district name. This group shall be placed ten and one half (10-1/2) inches below the top edge of the Corps Mark and Signature. The group 2 typeface shall be one and one quarter (1-1/4) inch white Helvetica Regular and the maximum line length is nineteen (19) inches.

##### 2.1.2.4 Legend Group 5a

Legend group 5a, the Contractor information, will be located in the lower left part of the 4'X 4' section. This information will consist of one to five lines indicating the identification of the prime Contractor, City, and State. The typeface shall be one and one quarter (1-1/4) inch black Helvetica Regular and the line length shall not exceed twenty-one (21) inches.

##### 2.1.2.5 Typography

All typography is flush left and rag right, upper and lower case with initial capitals only as shown. Letter and word spacing to follow Corps standards specified in Appendix D of the sign manual, EP 310-6b-85.

#### 2.2 SAFETY SIGN

One (1) safety sign constructed in accordance with Plate 01580-2, and applicable publications listed above shall be provided at the location coordinated with the COR. All surfaces shall be painted with one exterior prime coat and two finish coats of white semigloss paint. Before painting, the surfaces shall be clean, dry, and free from grease. At the end of 12 months of exposure or at such earlier times as required to maintain a satisfactory appearance, the safety sign shall be repainted.

##### 2.2.1 Letters



Three (3) inches letters shall be used for "Safety is a job Requirement." One and a half (1-1/2) inches letters shall be used for the project title legend and identification. The project title and identification shall use no more than 2 lines at a maximum of 42 inches. One and a quarter (1-1/4) inches letters shall be used for standard safety records. The letters shall be black enamel on white background. Replaceable numbers are to be mounted on white, .060 aluminum plates and screw-mounted to the background. The letter size shall be (3) inches.

The plates shall measure (2-1/2) inches x (5) inches. The safety sign shall be placed side by side with the project sign.

#### 2.2.2 Safety Logo

Safety logo should be (8) inches Green color.

#### 2.2.3 Deliverables

One (1) safety sign constructed in accordance with Plate 01580-2 and applicable publications listed in paragraph 1.3 shall be provided by the Contractor. This safety sign shall be painted in accordance with Paragraphs 2.2.1 and 2.3.1 of this Section.

### 2.3 MATERIALS

The following are requirements for both the project identification sign and the safety sign.

#### 2.3.1 Material

The signs shall be made of 3/4" HDO or MDO plywood.

#### 2.3.2 Wood Property

All wood members shall be of well-seasoned, kiln dried, clear redwood, bald cypress, red cedar, Douglas fir, spruce, tulip poplar or white pine. The lumber materials shall be free of splits, wane, and loose knots or pitch pockets. Wood materials for posts shall be preservative treated, structural grade Douglas Fir or No. 1 Southern Pine, or better. Local soil conditions and/or wind loading may require bolting additional 2'X 4' struts on the inside face of the posts to reinforce installation as shown on Plate 01580-2. This additional bracing need not be treated lumber. All members of the sign shall be fastened with screws or bolts of type, size, number and spacing to provide rigid construction and neat appearance.

#### 2.3.3 Bolts

All bolts shall be .375" diameter and 4" long Allen head bolts, threaded to match T-nuts.

### 2.4 SIGN LETTERING

All lettering (other than on decal) shall be of the Helvetica regular type face except for the title of the project on the project identification sign and the words "Safety is a Job Requirement" on the safety sign, which will be Helvetica bold.

### 2.5 MOUNTING

Mounting procedures for both the project identification sign and the safety sign are shown on plate 01580-2.

### PART 3 EXECUTION

#### 3.1 INSTALLATION

The Contractor shall affix the panels to the posts with the Allen head bolts prior to erection of the signs, including drilling counter-sunk 1/4-inch diameter holes in the posts to match the T-nut locations. The Contractor shall take all precautions necessary to protect the faces of the signs from damage during assembly and construction. The signs shall be installed upon commencement of the work under this contract. The location in which each sign is to be installed shall be cleared and leveled to facilitate the installation of, and provide easy visual contact with, the signs. Installation and positioning of the posts, braces, and stakes shall be as indicated on plates 01580-1 and 01580-2, found at the end of this section. Excavation and backfilling of the holes for posts and installation of the posts, braces and stakes shall be such that signs are installed plumb and level.

#### 3.2 MAINTENANCE

The Contractor shall maintain the signs in good condition and the sign site in a neat condition throughout the construction period.

#### 3.3 REMOVAL

Upon completion of all contract work, the project, safety, and warning signs shall become the property of the contractor, and shall be removed from the project site by the contractor.

#### 3.4 QUALITY CONTROL

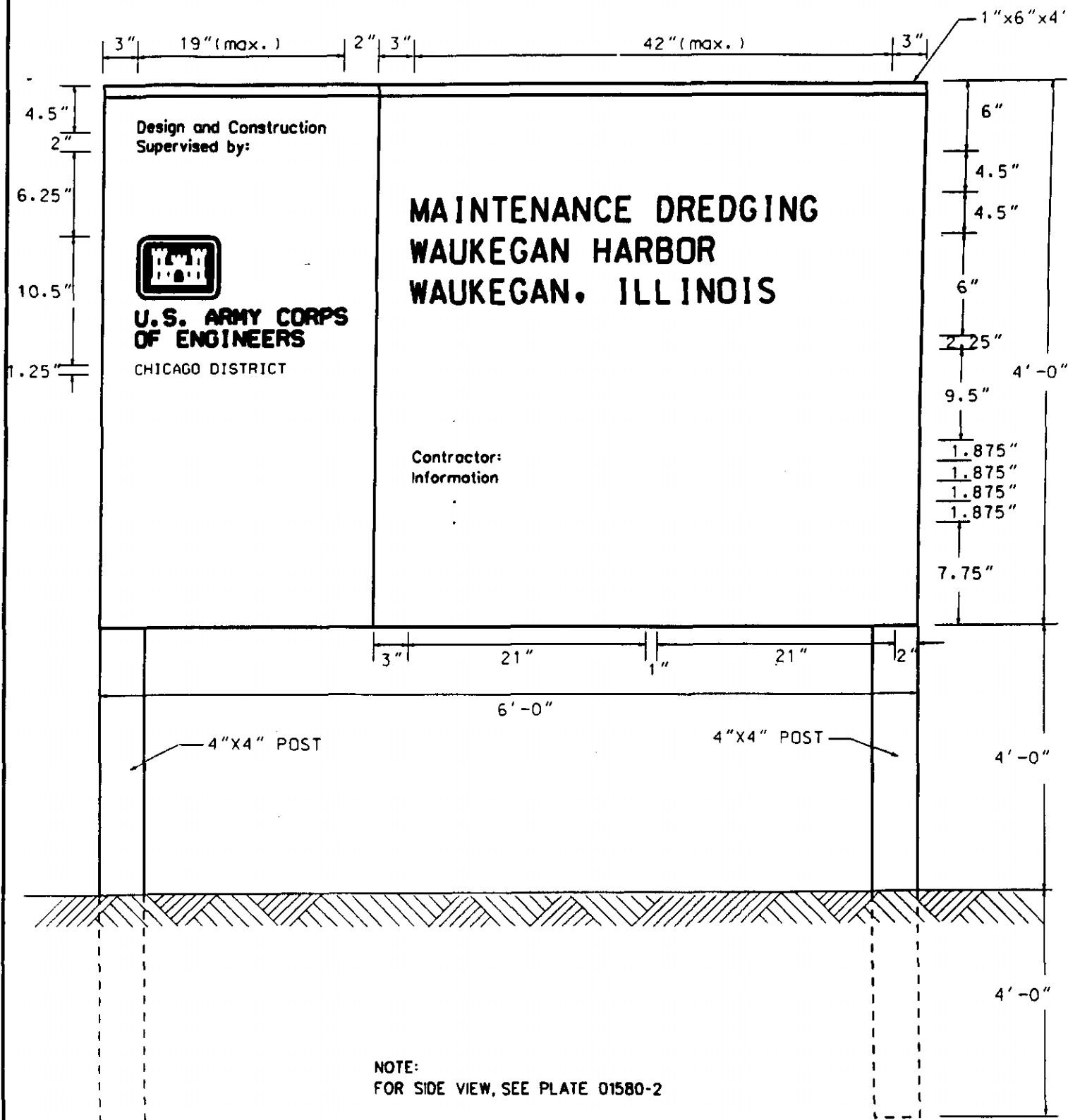
The Contractor shall establish and maintain a quality control system for all operations performed under this Section to assure compliance with contract requirements. The Contractor shall maintain records of his quality control for all operations performed, including, but not limited to the following:

- (1) Temporary field office, as described in Section 01100 "General Provisions".
- (2) Quality - materials and workmanship.
- (3) Overall appearance of signs and site.
- (4) Observance of safety regulations.

##### 3.4.1 Records

A copy of the record of inspections, as well as records of any corrective action taken, shall be furnished to the COR in accordance with Section 01451 "CONTRACTOR QUALITY CONTROL".

-- End of Section --



# PROJECT IDENTIFICATION SIGN

NOT TO SCALE



## SECTION 02482

## MAINTENANCE DREDGING

## PART 1 GENERAL

## 1.1 SCOPE

1.1.1 The work covered by this Section consists of furnishing all plant, labor, equipment, and materials and performing all operations in accordance with these specifications and conditions of the Contract. The Contractor will be required to perform all work by marine operation. The work covered shall include the dredging and disposal of material dredged from within the dredging boundary lines.

1.1.2 The dredging areas for this job consist of maintenance dredging of material within the Federal Channel, and advanced maintenance dredging of material, just north of the Channel. Refer to the contract drawings for dredging locations within this area.

## 1.2 DEFINITIONS

## 1.2.1 Dredging Limits:

The dredging limits are defined as the area within the dredging boundaries, as shown on the contract drawings, that are above the dredging depth. These limits will be adjusted by the COR based on the results of the prior dredging soundings.

## 1.2.2 Dredging Depth:

The Dredging Depth is -22 feet LWD (Low Water Datum) as shown on the drawings.

## 1.2.3 Required Dredging Prism Depth:

Synonymous with dredging depth.

## 1.2.4 Required Dredging Prism Line:

Synonymous with dredging depth.

## 1.2.5 Required Dredging Prism:

All materials lying within the dredging limits and between the existing bottom surface and the required dredging prism line.

## 1.2.6 Allowable Dredging Prism Line:

The Allowable Dredging Prism Line is 2 feet below the required dredging prism line with 1 vertical on 3 horizontal side slopes.

## 1.2.7 Allowable Dredging Prism Depth:

Synonymous with allowable dredging prism line.

## 1.2.8 Allowable Dredging Prism:

The Allowable dredging prism is defined as the volume of material between the required dredging prism and the allowable dredging prism line.

### 1.3 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

#### SD-06 Test Reports

##### Daily Report of Dredging Operations:

The daily Report of dredging operation shall be submitted in accordance with "Reporting Required" of this Section.

#### SD-02 Shop Drawings

Prior, after and quantity surveys;;G, CO

Prior, after and quantity surveys shall be submitted in accordance with "MEASUREMENT" of this Section and Section 1100, "SURVEYS".

### 1.4 MEASUREMENT

#### 1.4.1 Removal

The total amount of materials removed and to be paid for under the contract will be measured by the cubic yard in place by computing, within the limits of the allowances and tolerances described in this section, the volume between the bottom surfaces shown by the prior and after survey soundings. The "after dredging survey" shall be made as soon as practicable after the work specified has been completed. Volume computations will be computed by the "average end area method", based on the prior and after cross sections taken at every 50-foot stations. The average end area of removed material of two (2) successive cross sections multiplied by the distance between the cross sections will be accepted as the volume removed between the two sections.

#### 1.4.2 Measurement and Computation

The measurement and computation of payable quantities within the allowances and tolerances described in this section after having once been made, will not be reopened, except on evidence of collusion, fraud, or obvious error.

#### 1.4.3 Excessive Dredging

Excessive Dredging: Material taken from beyond the limits specified in "Allowable Dredging Prism" and "Side Slope" of this Section, will be deducted as excessive channel or sideslope dredging, from the total amount dredged for which payment will not be made. The final determination of the amounts of excessive dredging will be based wholly on the surveys made for final examination and acceptance. See "FINAL EXAMINATION AND ACCEPTANCE" Clause of Section 01100.

#### 1.4.4 Surveys

Prior, After and Quantity Surveys shall be performed in accordance with the class I Contract Payment Survey as specified in the reference listed in "REFERENCES" of this Section. Cross-section surveys shall be taken at no greater than 50-foot intervals with soundings taken at least every 20 feet along each section. Additional soundings will be taken as the COR may deem necessary.

## PART 2 PRODUCTS (Not Applicable)

## PART 3 EXECUTION

### 3.1 EQUIPMENT

The dredging, transportation, and disposal of material shall be accomplished by mechanical dredge equipment only. Hydraulic dredging, transportation and disposal of material will not be allowed. Hydrographic surveying and positioning equipment meeting EM 1110-2-1003, Class I - Contract Payment Survey standards shall be utilized to meet the requirements stated in Section 1100, "SURVEYS".

### 3.2 WORK COVERED BY CONTRACT PRICE IN THE BID SCHEDULE

The contract price per cubic yard for Dredging and Disposal include the cost of removing, transporting, and disposing dredged materials. Dredged material as specified herein, include all material except ledgerrock, large boulders, rock fragments, wrecks, snags, stumps, and piles which cannot be removed or buried below project depth by the plant specified in the accepted bid, or the equivalent of such plant, without blasting. Should ledgerrock or other material be encountered and cannot be removed without blasting by the plant specified in the accepted bid or its equivalent, the Contractor shall remove therefrom all overlying materials which in the judgment of the COR can be removed by the use of the plant specified in the accepted bid or its equivalent. Nothing in this paragraph shall be construed as prohibiting the removal of excepted material by special means at prices agreed and approved in accordance with applicable provision of the Contract Clauses of the contract. Indicated dredging areas may be revised by the Government, after the "prior survey" has been made as specified under "Measurement" of this Section, .

### 3.3 DELIVERY OF PLANT AND ORDER OF WORK

Unless otherwise directed by the COR, the Contractor shall perform the required work, mobilize and demobilize or move the dredging plant and equipment as necessary to meet allowable dredging periods specified in Clause "COMMENCEMENT, PROSECUTION AND COMPLETION OF WORK". The dredging shall proceed generally in an east-to-west or west-to-east direction beginning on the South side of the area to be dredged.

### 3.4 CHARACTER OF MATERIALS

The material to be removed shall restore the depths within the limits specified on the contract drawings. The material to be dredged from the Federal Channel is considered Maintenance Dredging and is composed of shoaling which has occurred since the channel was last dredged. The material is expected to be fine to medium grained sand as encountered in past dredging events. The material to be removed from outside the Federal Channel is considered Advanced Maintenance Dredging. The material located within its boundaries is similar in nature to the material located within the Federal Channel. Bidders are expected to examine the site of the work

and use their own judgment and estimates as to the character of the materials. Under no circumstances will the Government be held responsible for the types of materials encountered.

### 3.5 DREDGING

Upon completion of the prior survey, dredging limits shall be defined and approved by the COR. The Contractor shall proceed in an east-to-west or west-to-east direction beginning on the South side of the area to be dredged. Dredging shall be to the authorized dredging depth (-22 feet LWD) as shown on the drawings. Dredging to a greater depth than that shown on the drawings will not be permitted where such dredging may cause damage to existing walls, docks, wharves, under channel pipes and cable-crossings, and other waterfront structures. Any damage caused by such dredging shall be repaired by the Contractor, as directed by the COR, without additional expense to the Government. In any case, dredging below the allowable dredging prism line shown on the typical sections will not be paid for under the contract as referenced in "Excessive Dredging" of this Section.

### 3.6 ALLOWANCE AND TOLERANCE

#### 3.6.1 Allowable Dredging Prism:

To account for inaccuracies of the dredging process, all materials lying between the required dredging prism and the allowable dredging prism line (including slope lines) as shown on Sheet C-02 will be paid for if removed as determined by the "after dredging survey". Any dredging conducted outside the allowable dredging prism line (including side slopes) will be considered as excessive dredging for which payment will not be made.

#### 3.6.2 Side Slope:

Material actually removed to the allowable dredging prism side slope of 1 vertical on 3 horizontal, as shown on the contract drawings, will be paid for based on the prior and after dredging surveys, whether dredged in its original location, where approved by the COR, or by dredging a space below the allowable dredging prism slope at the bottom of the slope to accommodate the upslope material falling into the channel cut. Any upslope material falling into the cut within dredging limits shall be removed if it lies above the required dredging prism line. The provisions of this paragraph also apply to end slopes where applicable.

#### 3.6.3 Shoals:

A tolerance of 0.5 feet above the required dredging prism line, within the dredging limits, will be allowed for acceptance of remaining shoal materials. The allowed shoal materials may be left in place but shall be of such nature that they will not affect navigation, and will not be paid for unless they are removed. The allowed shoaling shall not be continuous throughout the required dredging area. The limitations for individual shoals are as follows:

##### 3.6.3.1 Maximum Width of Shoals

The maximum width of each shoal area shall be less than five percent (5%) of the full project width at any location.

##### 3.6.3.2 Maximum Longitudinal Length of Shoals



The longitudinal length of any given shoal shall not exceed twenty-five percent (25%) of the project widths at any location.

#### 3.6.3.3 Maximum Cumulative Length of a Individual Shoal

The cumulative widths of individual shoals within the shoal area, at any given cross section, shall not exceed twenty-five percent (25%) of the project width at the section.

### 3.7 SHOAL REMOVAL

Nothing herein shall be construed to prevent payment for the removal of shoals performed in accordance with Section 01100 "FINAL EXAMINATION AND ACCEPTANCE" Clause and "SHOALING" Clause of Section 01100.

### 3.8 QUALITY CONTROL

The Contractor shall establish and maintain a quality control system for dredging and disposal operations to assure compliance with the contract requirements and to record the inspections of items including, but not limited to, the following in accordance with Section 01451, "CONTRACTOR QUALITY CONTROL."

1. Layout of work areas.
2. Proper depths over the total dredging area.
3. Safety requirements.

#### 3.8.1 Reporting Required

The Contractor shall prepare and maintain a daily record of his operations and a quality control report, furnishing copies thereof to the Contracting Officer's Representative in accordance with the clause, "DAILY REPORT OF DREDGING OPERATIONS", of Section 01100. Reports shall always include the character and types of materials removed, with the locations, whenever there is a significant change in the material. A minimum of one report containing required information shall be made for each shift. Further instructions on the preparation of the report will be furnished during the pre-construction conference specified under the clause, "PRE-CONSTRUCTION CONFERENCE".

-- End of Section --

## SECTION 02483

## TRANSPORTATION AND DISPOSAL OF DREDGED MATERIALS

## PART 1 GENERAL

## 1.1 SCOPE

The work covered under this Section consists of the transportation and disposal of all materials dredged as described in Section 02482, "MAINTENANCE DREDGING" to the Government furnished disposal area. All transporting and disposal of dredged material will be completed by Marine Plant.

## 1.2 REFERENCES NONE

## 1.3 DEFINITIONS NONE

## 1.4 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

## SD-02 Shop Drawings

Prior, after and quantity surveys;;G, CO

Prior and after soundings at the disposal area shall be submitted in accordance with "DISPOSAL OF DREDGE MATERIAL" of this Section.

## PART 2 PRODUCTS (Not Applicable)

## PART 3 EXECUTION

## 3.1 TRANSPORTATION OF DREDGED MATERIALS

## 3.1.1 Transportation

Dredged material must be transported to and disposed of in the disposal areas mechanically. All nautical vessels, transport and conveyance systems shall be operated, loaded and unloaded in such manner as to prevent overflow, spills, leaks, waste, or other loss of dredged materials between the dredging area and the point of deposition within the disposal area.

## 3.1.2 Approval

The Contracting Officer's Representative shall approve the method employed by the Contractor in conveying dredged materials to the disposal area (COR) at all times.

## 3.2 DISPOSAL OF DREDGED MATERIALS

## 3.2.1 Disposal Area

Government Furnished Disposal Area: All dredged material shall be transported and carefully deposited in the Government furnished off-shore

disposal area located in Lake Michigan as shown on the contract drawings. The Contractor shall establish all control points necessary to properly place the dredged material in the defined disposal area. The northern boundary of the disposal area is a line running east - west with a northing coordinate of 2110700. The southern boundary is a line running east - west with a northing coordinate of 2109500. The western and eastern boundaries are defined by lake depths of -7 feet LWD and -11 feet LWD, respectively. If the "prior" soundings of the disposal area show that the disposal area is undersized, the COR will adjust the disposal area limits.

### 3.2.2 Survey

Before disposal operations commence, the Contractor shall survey the area off-shore to delineate and mark the limits of the disposal area. The corners of the disposal area shall be marked by the Contractor with firmly anchored buoys with flashing lights that will not move from their established corners by wave action. The Contractor shall inspect the buoys marking the corners of the disposal area daily to verify that they are still in place. If any buoy needs to be repositioned or replaced, this shall be done immediately at the Contractor's expense.

### 3.2.3 Soundings

The Contractor shall perform "prior" and "after" soundings of the disposal area in accordance with Section 01100 "SURVEYS". The Contractor shall notify the Government twenty-four (24) hours prior to conducting the soundings. Sounding ranges shall be at no greater than 50 foot intervals with actual soundings taken at least every 20 feet along each range line. The prior disposal soundings shall be conducted before disposal operations commence and plotted soundings and electronic sounding data in ASCII format submitted within (2) working days after completion of the soundings. The after disposal soundings shall be conducted and plotted soundings and electronic sounding data in ASCII format submitted within 10 working days after completion of the disposal operation.

### 3.2.4 Placement

All dredged material shall be deposited in the locations designated in this contract or approved by the COR. Temporary dumping or placement of materials outside the disposal area for subsequent rehandling into the disposal area is prohibited. The Contractor shall remove any dredged material placed in an unapproved location and place it in an approved location at the Contractor's own expense. The Contractor shall conduct the disposal operations in a manner safe to personnel and equipment.

### 3.2.5 Execution

The Contractor shall begin placing dredged material at the Northwest corner of the disposal area and proceed south then east.

### 3.2.6 Excessive Shoals

Special care shall be taken to spread the material in order to avoid formation of excessive shoals dangerous to navigation or the Contractor in his disposal operations. At no time shall the elevation of the placed dredged material be higher than -5 feet LWD. The Contractor shall verify daily to the Government Inspector that the placed dredged material does not exceed an elevation of -5 feet LWD. If elevations higher than -5 feet LWD are formed, the Contractor shall immediately begin disposing material in

another area and proceed to drag the placed dredged material until the minimum depth of -5 feet LWD is obtained. If the after soundings reveal any depths higher than -5 feet LWD where the Contractor has placed dredged material, the Contractor shall immediately proceed to drag the area until the minimum depth (-5 feet LWD) is obtained.

### 3.2.7 Inspector

Except as otherwise authorized by the COR, no disposal of dredged material shall be done unless an inspector appointed by the COR is present. This does not prohibit the Contractor from proceeding with a twenty-four (24) hour dredging and disposal operation with COR's approval.

### 3.3 WORK COVERED BY CONTRACT PRICE IN THE BID SCHEDULE

The cost for transportation and disposal of dredged materials is included in Dredging and Disposal in the Bid Schedule.

### 3.4 QUALITY CONTROL

The Contractor shall establish and maintain a quality control system for dredging and disposal operations to assure compliance with the contract requirements and to record the inspection of items including, but not limited to, the following in accordance with Section 01451, "CONTRACTOR QUALITY CONTROL".

1. Layout of Disposal Areas
2. Transportation of Dredge Materials
3. Disposal of Dredge Materials
4. Safety Requirements

-- End of Section --